

Supporting Documents

October 9, 2024 Joint Board and Council Agenda

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This instrument prepared by:
David Forziano, Esq.
Alachua County Attorney's Office
Rochelle Daniels. Esq.
CareerSource North Central Florida Attorney
954 205 2582

Lease Agreement

Between

Careersource North Central Florida Lessee

And

Hudson Properties Inc. Landlord

a Florida corporation located at ~~125 North Main Street~~,
Chiefland, Florida 32626 for lease space located at Old
Town Center, Old Town, Florida, 32680, occupying a total
4000 square feet,

PB
1525 NW 25th Ave

THIS LEASE AGREEMENT ("Lease") made and
entered into this 1st day of July, 2025 by
and between CareerSource North Central Florida,
hereinafter referred to as the "Tenant", the Administrative
Entity, for the Dual County Workforce Development
Council, (hereinafter the DCC) a local government agency,
created through an interlocal agreement pursuant to the
Florida Statutes 163.01, and the North Central Florida
Workforce Development Board, (hereinafter NCFWDB)
whose principal business address is 1112 North Main
Street, Gainesville, FL 32601, and Hudson Properties Inc.
Landlord a Florida corporation located at ~~125 North Main Street~~
~~Chiefland~~ Chiefland, Florida 32626 hereinafter referred to as
the "Landlord." Collectively hereinafter the Tenant and the
Landlord are referred to as the "Parties".

PB
1525 NW 25th Ave

WITNESSETH:

WHEREAS, FLORIDA COMMERCE has designated
new local workforce area Region 26, and

WHEREAS FLORIDA COMMERCE has authorized the workforce development area known as Region 9, The Tenant herein to act for Region 26 until such time as the legalities necessary to establish a governance structure for the new Region 26 have been finalized; and

WHEREAS, Landlord owns a commercial office building property located at ~~The Old Town Center Shopping Center~~ PB, Old Town Center, Old Town, Florida, 32680, as more particularly described in paragraph 2, below ("Property"); and

WHEREAS, Landlord desires to lease to Tenant a portion of said commercial building, being approximately Four Thousand (4,000) square feet, known and numbered as Suite _____ (hereinafter referred to as the "Premises"), at and for the rental rate and the rental term and upon the conditions set forth in this Lease; and

WHEREAS, Tenant desires to lease the Premises from Landlord upon the terms and conditions set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Lease.
2. **The Premises.** The Landlord hereby leases to the Tenant, and Tenant hereby leases from the Landlord, that certain office space more particularly located at Old Town Center, Old Town, Florida, 32680, Suite _____, Old Town, Florida 32680, containing approximately Four Thousand (4,000) square feet of interior space, along with all rights and uses in common areas within the development, including but not limited to parking areas, sidewalks, lobby, stairways and elevators (the "Premises"). Tenant shall have a non-exclusive right for itself and its customers to use the parking areas located on the Landlord's Property. The legal description of the Landlord's Property is attached as **Exhibit "A"**. The Premises consists of office space located within the commercial office building located on Landlord's

Property and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building.

3. **Term.** The Initial Term of this Lease shall commence on July 1, 2024 ("Lease Commencement Date") and shall expire at 11:59 p.m. on June 30, 2025.

4. **Rent.** During the Term of this Lease, Tenant shall pay Landlord \$12.00 per square foot for a monthly rental payment of \$4,000 per month, due in advance on the first day of each and every month except the first rental payment shall be due on July 15, 2024. Full monthly payments due on the first (1st) of the month shall commence on August 1, 2024. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax and, therefore, Landlord shall not collect any sales tax from Tenant and Tenant shall not pay any sales tax. The Tenant's tax-exemption number is 11-06-024077-53C. Landlord shall deliver a monthly rental payment invoice to Tenant at least 14 calendar days prior to the due date for each monthly rental payment at the following address:

CareerSource North Central Florida
1112 North Main Street,
Gainesville, FL 32601

The Tenant shall remit all payments to:

Hudson Properties Inc.

~~124 North Main Street~~

Chiefland, Florida 32626

1525 NW 25th Ave.

5. **Use of Premises.** The Tenant may use the Premises as One-Stop Career Center or for any other purposes deemed necessary by Tenant to conduct public business of its governing board the DCC and the NCFWD.

6. **Alterations and Improvements to Premises by Tenant.** Tenant may decorate or redecorate the Premises without approval by Landlord (e.g., wall hangings; blinds; drapes; carpet, interior painting).

Tenant may, at Tenant's sole expense, make alterations and improvements to the interior layout, plumbing, installed lighting, electrical wiring or mechanical systems of the Premises with the consent of the Landlord, which consent shall not be unreasonably withheld or denied. Tenant shall promptly pay for all labor and materials used in constructing any improvements to the Premises made by Tenant. The interest of Landlord in the Property shall not be subject to liens for improvements made by Tenant. All alterations, changes and improvements built, constructed or placed in the Premises by Tenant, with the exception of trade fixtures removable without damage to the Premises and movable personal property shall, unless otherwise provided to the contrary by agreement between the LANDLORD and TENANT, become the property of LANDLORD and remain in the Premises at the expiration or termination of this Lease, or, at the sole option of Tenant and at Tenant's expense, Tenants may remove any such modifications or improvements and restore the Premises to its condition before the commencement of Tenant's occupancy of the Premises.

7. **Signs.** Tenant may, at Tenant's sole expense, construct, place or install signage at the front and side of the Leased Property. Signs must be removed by Tenant at the expiration or termination of this Lease.
8. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the Premises. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

9. **TIME IS OF THE ESSENCE.** Time is of the essence with regards to this Lease.
10. **Surrender of Premises.** Upon termination of the Lease, by lapse of time or otherwise, the Tenant shall surrender the Premises in as good a condition as the same was received at the commencement of the Lease term, reasonable use, wear, tear, and damage, excepted. Landlord shall inspect the premises immediately upon entry into the lease and Tenant and Landlord shall take photographs of the premises. The parties agree that the condition of the premises on July 1, 2024 is the condition that premises are required to meet at the time of the surrender of the lease.
11. **Services and Repairs.** Services provided by the Landlord to the Tenant are as indicated below and on Exhibit B:
- A To maintain, repair and replace in good, clean and substantial repair the building's structural components, exterior, siding, HVAC, electrical, lighting, windows, doors, floor coverings, plumbing, roof, landscaping, sidewalks, grounds, and parking area, and all common areas;
 - B To provide Tenant access to the Premises 24 hours a day, 365 days a year;
 - C To provide and make repairs to the electrical and plumbing equipment and other building systems. Tenant will be responsible for routine maintenance of the interior of the Premises that shall not exceed \$300 per fiscal year (July 1st through June 30th); however, the replacement of the following consumable items shall not be counted towards the \$300 annual routine maintenance costs: light bulbs located within the interior of the Premises and HVAC filters that are accessible from within the interior of the Premises.
 - D To respond promptly to investigate any notice from Tenant of deficiency in the Premises and to correct said deficiencies within scope of this Lease; and
 - E The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The

Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

F Tenant shall have sole authority over the control of temperature in the Premises.

12. **Utilities and Services.** Landlord shall be responsible for the utilities and services that are solely for the Premises.

13. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such action as may be necessary to protect the Premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.

14. **Title Status.** The Landlord represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises, and that it has the full right, power, and authority to enter into this Lease for the term herein granted.

15. **Insurance.**

A The Landlord shall obtain fire and extended coverage insurance upon the Premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the Premises. Tenant is responsible for its own property.

B Tenant has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.

C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

16. **Non-Waiver.** The failure of any party to exercise any right in this Lease will not waive such right.

17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease upon the Parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

18. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the Parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

19. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the Lease term. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage requested by the Tenant.

20. **Landlord's Covenant of Quiet Enjoyment.** So long

as the Tenant is not in default under the conditions and during the term of this Lease and any renewal of said term, the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

21. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
22. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant at the commencement and end of the Lease term, unless otherwise herein agreed to the contrary.
23. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
24. **Casualty.** In the event that the Premises are damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the Premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the Premises are not suitable for occupancy and not used by the Tenant. If the Premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this Lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
25. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's

representative and the Landlord's representative are:

Tenant: Executive Director
CareerSource North Central Florida
1112 North Main Street,
Gainesville, FL 32601

Landlord: Hudson Properties Inc.
~~124 North Main Street~~ 1525 NW 25th Ave. PB
Chiefland, Florida 32626

26. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the Lease, and (3), the Tenant shall have the right to terminate this Lease in the event of such eminent domain proceedings.
27. **Default and Termination.** If either party fails to fulfill its material obligations under this Lease or if either party breaches any of the material conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
28. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
29. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only

and shall not be used in construing this Lease.

31. **Construction.** This Lease 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 Lease.

32. **Governing Law.**

- a. This Lease shall be governed, interpreted and constructed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.
- b. This Lease is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the terms set forth herein] under this Lease is contingent upon an annual appropriation by the Legislature."
- c. Landlord agrees and understands that funds budgeted for payment of Tenant's obligations under this lease are also contingent on CareerSource North Central Florida's receipt of formula federal grant funds awarded under federal workforce development legislation through the State of Florida. CareerSource North Central Florida reserves to itself the right to unilaterally request a reduction in space and a concomitant reduction in rent or to terminate this lease, at its sole discretion in the event of a reduction in its funding. Any request for a reduction in space or termination of the lease shall be effective upon notification to the Landlord by CareerSource North Central Florida and shall provide Landlord thirty (30) days notice or in the event CareerSource North Central Florida receives less than thirty (30) days notice CareerSource North Central Florida shall provide such notice as CareerSource North Central Florida receives from its funding sources. In such instances, rent will be paid up to the date of cancellation only; thereafter neither CareerSource North Central Florida nor Contractor shall have any

obligation whatsoever to each other.

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□

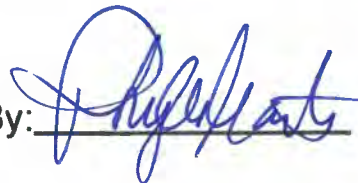
IN WITNESS WHEREOF, the Tenant, by and through the Chair of its Board of County Commissioners, has duly executed this Lease on the date written.

Signed, sealed and delivered
in the presence of:
North Central Florida

TENANT:
CareerSource

Attest:

By: _____



Date: 7/1/24

TO FORM

CareerSource
North Central Florida Attorney

IN WITNESS WHEREOF, the Landlord, by and through its President, has duly executed this Lease on the date written.

Signed, sealed and delivered
in the presence of:
Hudson Properties, Inc.
1525 NW 25th Ave
Chiefland, FL 32626

LANDLORD:

By: Terri Donohue

By: Terri Donohue

(Witness No. 1)

Paige S. Brookins, President

Print: Paige S. Brookins

Date: July 1, 2024

By: Margaret R. Panek

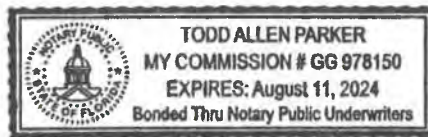
(Witness No. 2)

Print: Margaret R. Panek

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 1st day of July, 2024, by Paige Brookins, _____ of _____, Inc., a Florida profit corporation, on behalf of the corporation. He is • personally known to me, or who have • _____ produced _____ as identification.

Todd Parker



Notary Public
Print:

Commission

No. GG 978150

(Notary Seal)

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

Exhibit B: Utilities and Services

Item Description:

Responsible Party.

CAM: \$160 monthly

Tenant

**Water, Sewer & Garbage: \$84 monthly
Landlord**

**Electric: \$375 monthly
Landlord**

**General Cleaning & Janitorial Service
Landlord
\$360 monthly**

**Communications (e.g.,
perform or contract with a
Telephones, internet,
Tenant's choice
cable TV, satellite TV, etc.)**

**Tenant may self-
third party of**

Trash Removal

Landlord

Pest Control

Landlord

Recycling Pick up

Landlord

This instrument prepared by:
David Forziano, Esq.
Alachua County Attorney's Office
Rochelle Daniels, Esq.
CareerSource North Central Florida Attorney
954 205 2582

Lease Agreement

Between

CareerSource North Central Florida, Lessee

And

LCPP, LLC, Landlord

a Florida limited liability corporation located at 1120 NW 8th Avenue, Gainesville FL 32601 for lease space located at 1389 US Hwy 90, Suite 170, Lake City, FL 32055 occupying a total 12,743 square feet,

THIS LEASE AGREEMENT ("Lease") made and entered into this 31st day of August, 2024 by and between CareerSource North Central Florida, hereinafter referred to as the "Tenant", the Administrative Entity, for the Dual County Workforce Development Council, (hereinafter the DCC) a local government agency, created through an interlocal agreement pursuant to the Florida Statutes 163.01, and the North Central Florida Workforce Development Board, (hereinafter NCFWDB) whose principal business address is 1112 North Main Street, Gainesville, FL 32601, and LCPP, LLC ("Landlord") a Florida limited liability corporation located at 1120 NW 8th Avenue, Gainesville, FL, 32601, hereinafter referred to as the "Landlord." Collectively hereinafter the Tenant and the Landlord are referred to as the "Parties".

WITNESSETH:

WHEREAS, FLORIDA COMMERCE has designated new local workforce area Region 26, and

WHEREAS FLORIDA COMMERCE has authorized the workforce development area known as Region 9, The Tenant herein to act for Region 26 until such time as the legalities necessary to establish a governance structure for the new Region 26 have been finalized; and

WHEREAS, Landlord owns a commercial office building property located at 1389-1465 US Hwy 90, Lake City, FL 32055 as more particularly described in paragraph 2, below ("Property"); and

WHEREAS, Landlord desires to lease to Tenant a portion of said commercial building, being approximately 12,743 square feet, known and numbered as Suite 170 (hereinafter referred to as the "Premises"), at and for the rental rate and the rental term and upon the conditions set forth in this Lease; and

WHEREAS, Tenant desires to lease the Premises from Landlord upon the terms and conditions set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Lease.
2. **The Premises.** The Landlord hereby leases to the Tenant, and Tenant hereby leases from the Landlord, that certain office space more particularly located at 1389 Us Hwy 90, Lake City, FL 32055 Suite 170, containing approximately 12,743 square feet of interior space, along with all rights and uses in common areas within the development, including but not limited to parking areas, sidewalks, lobby, stairways and elevators (the "Premises"). Tenant shall have a non-exclusive right for itself and its customers to use the parking areas located on the Landlord's Property. The legal description of the Landlord's Property is attached as **Exhibit "A"**. The Premises consists of office space located within the commercial office building located on Landlord's Property and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building.

The legal description of the Landlord's Property is attached as **Exhibit "A"**. The Premises consists of office space located within the commercial office building located on Landlord's Property and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building

3. **Term.** The Initial Term of this Lease shall commence on September 1, 2024 ("Lease Commencement Date") and shall expire at 11:59 p.m. on June 30, 2025.
4. **Rent.** During the Term of this Lease, Tenant shall pay Landlord monthly rental payments of \$24,768.27 per month, due in advance on the first day of each and every month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax and, therefore, Landlord shall not collect any sales tax from Tenant and Tenant shall not pay any sales tax. The Tenant's tax-exemption number is **11-06-024077-53C**. Landlord shall deliver a monthly rental payment invoice to Tenant at least 14 calendar days prior to the due date for each monthly rental payment at the following address:

CareerSource North Central Florida
1112 North Main Street,

Gainesville, FL 32601

The Tenant shall remit all payments to:

LCPP, LLC
P.O. Box 357742
Gainesville, FL 32635

5. **Use of Premises.** The Tenant may use the Premises as One-Stop Career Center or for any other purposes deemed necessary by Tenant to conduct public business of its governing boards, the DCC and the NCFWD.
6. **Alterations and Improvements to Premises by Tenant.** Tenant may decorate or redecorate the Premises without approval by Landlord (e.g., wall hangings; blinds; drapes; carpet; interior painting). Tenant may, at Tenant's sole expense, make alterations and improvements to the interior layout, plumbing, installed lighting, electrical wiring or mechanical systems of the Premises with the consent of the Landlord, which consent shall not be unreasonably withheld or denied. Tenant shall promptly pay for all labor and materials used in constructing any improvements to the Premises made by Tenant. The interest of Landlord in the Property shall not be subject to liens for improvements made by Tenant. All alterations, changes and improvements built, constructed or placed in the Premises by Tenant, with the exception of trade fixtures removable without damage to the Premises and movable personal property shall, unless otherwise provided to the contrary by agreement between the LANDLORD and TENANT, become the property of LANDLORD and remain in the Premises at the expiration or termination of this Lease, or, at the sole option of Tenant and at Tenant's expense, Tenants may remove any such modifications or improvements and restore the Premises to its condition before the commencement of Tenant's occupancy of the Premises.
7. **Signs.** Tenant may, at Tenant's sole expense, construct, place or install signage at the following locations on Landlord's Property and attach a figure showing the locations on the Property where Tenant may place a sign (e.g, on Door to Premise; on window of Premise; on the Property's roadside marquee). All such signage must be approved by Landlord prior to installation, which approval shall not be unreasonably withheld. Landlord shall approve all requests for signage within 10 business days. Signs must be removed by Tenant at the expiration or termination of this Lease.
8. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the Premises. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with

city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

9. **TIME IS OF THE ESSENCE.** Time is of the essence with regards to this Lease.
10. **Surrender of Premises.** Upon termination of the Lease, by lapse of time or otherwise, the Tenant shall surrender the Premises in as good a condition as the same was received at the commencement of the Lease term, reasonable use, wear, tear, and damage, excepted. Landlord shall inspect the premises immediately upon entry into the lease and Tenant and Landlord shall take photographs of the premises. The parties agree that the condition of the premises on September 1, 2024 is the condition that premises are required to meet at the time of the surrender of the lease.
11. **Services and Repairs.** Services provided by the Landlord to the Tenant are as indicated below and on Exhibit B:
- A To maintain, repair and replace in good, clean and substantial repair the building's structural components, exterior, siding, HVAC, electrical, lighting, windows, doors, floor coverings, plumbing, roof, landscaping, sidewalks, grounds, and parking area, and all common areas;
 - B To provide Tenant access to the Premises 24 hours a day, 365 days a year;
 - C To provide and make repairs to the electrical and plumbing equipment and other building systems. Tenant will be responsible for routine maintenance of the interior of the Premises and that shall not exceed \$5,000 per repair. The replacement of the following consumable items shall not be counted towards the routine maintenance repair cap: light bulbs located within the interior of the Premises and HVAC filters that are accessible from within the interior of the Premises.
 - D To respond promptly to investigate any notice from Tenant of deficiency in the Premises and to correct said deficiencies within scope of this Lease; and
 - E The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
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- A The Landlord shall obtain fire and extended coverage insurance upon the Premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the Premises. Tenant is responsible for its own property.
 - B Tenant shall purchase insurance coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
 - C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
16. **Non-Waiver.** The failure of any party to exercise any right in this Lease will not waive such right.
17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease upon the Parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
18. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the Parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice

of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

19. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the Lease term. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage requested by the Tenant.
20. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this Lease and any renewal of said term, the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
21. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
22. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant at the commencement and end of the Lease term, unless otherwise herein agreed to the contrary.
23. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
24. **Casualty.** In the event that the Premises are damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the Premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the Premises are not suitable for occupancy and not used by the Tenant. If the Premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this Lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
25. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Executive Director
CareerSource North Central Florida
1112 North Main Street,
Gainesville, FL 32601

Landlord: LCPP, LLC
1120 NW 8th Avenue
Gainesville, FL 32635

26. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the Lease, and (3), the Tenant shall have the right to terminate this Lease in the event of such eminent domain proceedings.
27. **Default and Termination.** If either party fails to fulfill its material obligations under this Lease or if either party breaches any of the material conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
28. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
29. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease.
31. **Construction.** This Lease 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 Lease.
32. **Governing Law.**
- a. This Lease shall be governed, interpreted and constructed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.
 - b. This Lease is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the

terms set forth herein] under this Lease is contingent upon an annual appropriation by the Legislature.”

- c. Landlord agrees and understands that funds budgeted for payment of Tenant's obligations under this lease are also contingent on CareerSource North Central Florida's receipt of formula federal grant funds awarded under federal workforce development legislation through the State of Florida. CareerSource North Central Florida reserves to itself the right to unilaterally request a reduction in space and a concomitant reduction in rent or to terminate this lease, at its sole discretion in the event of a reduction in its funding. Any request for a reduction in space or termination of the lease shall be effective upon notification to the Landlord by CareerSource North Central Florida and shall provide Landlord ninety (90) days notice or in the event CareerSource North Central Florida receives less than ninety (90) days notice CareerSource North Central Florida shall provide such notice as CareerSource North Central Florida receives from its funding sources. In such instances, rent will be paid through the 90th day following the notice of cancellation only; thereafter neither CareerSource North Central Florida nor Landlord shall have any obligation whatsoever to each other.

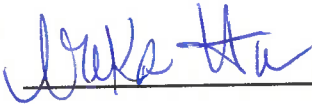
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IN WITNESS WHEREOF, the Tenant, by and through the Chair of its Board of County Commissioners, has duly executed this Lease on the date written.


Signed, sealed and delivered
in the presence of:

Attest:





TENANT:
CareerSource North Central Florida

By: 

Date: 8/31/24


APPROVED AS TO FORM

CareerSource North Central Florida Attorney


IN WITNESS WHEREOF, the Landlord, by and through its Manager, has duly executed this Lease on the date written.

Signed, sealed and delivered
in the presence of:

LANDLORD:
LCPP, LLC

By: 

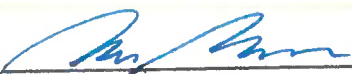
(Witness No. 1)
President

By: 

Tara Darabi
Manager

Print: Frank Darabi

Date: 8/31/24

By: 

(Witness No. 2)

Print: Morgan Manvelian

Exhibit A: Legal Description of Landlord's Property

Exhibit B: Utilities and Services

<u>Item Description:</u>	<u>Responsible Party</u>
Potable Water	Landlord
Electricity	Landlord
General Cleaning and Janitorial Service	Tenant
Security (e.g., guards, cameras, sensors, alarms, etc.)	Tenant
Communications (e.g., Telephones, internet, cable TV, satellite TV, etc.)	Tenant may self-perform or contract with a third party of Tenant's choice
Trash Removal	Landlord
Pest Control	Tenant
Recycling Pick up	Landlord

CSNCFL WIOA 4 Year Plan

Executive Summary

Introduction

Region 26 was created in June 2024, by marrying former local Regions 7 and 9. The creation of the new area has resulted in one administrative entity instead of two, a local workforce board that includes representatives from all six counties which make up the new area, and a reformatted Council of Elected Officials.

Region 26 CareerSource North Central Florida is comprised of Alachua, Bradford, Columbia, Gilchrist, Dixie and Union Counties. The region's largest city is Gainesville, which is home of the University of Florida and is also the largest metro area in the region. As of 2024, the six counties had a population of 440,000 people.

This local plan provides a framework for how our workforce development system will achieve the purposes of WIOA,¹ taking into consideration our local labor market and economic conditions, educational opportunities and the needs of our residents and citizens.

I. Organizational Structure

An ILA pursuant to Fla. Stat. §163.01 is in the process of being considered for approval by the counties in the Region. To date the ILA has been adopted by 3 of the counties. The ILA describes how the elected officials will execute their duties and responsibilities.

The ILA creates CSNCFL, a local unit of government, to serve as the administrative entity to staff the Council of Elected Officials and the CSNCFL WDB. The ILA provides for Alachua County, one of the Region's member counties, to serve as the employer of the CSNCFL staff. In accordance with WIOA and State Policy, Alachua County also employs the CSNCFL Career Center staff. The Alachua Clerk of the Court, an independent office serves as the Fiscal Agent for the Region receiving and disbursing grant funds in accordance with Council and local board direction.

CSNCFL WIOA Title I adult and dislocated worker career services as well as career services under any discretionary grants received are delivered through staff located at one of the four One-Stop Career Centers found in the cities of Gainesville, Lake City, Old Town and Starke. Career center and one-stop partner staff are guided in the delivery of coordinated services by SCAD Media, the CSNCFL competitively procured OSO.

The Career Center staff also provide framework services to youth. All youth have access to the 14 WIOA youth elements as needed and are referred for training services as

¹ 20 Code of Federal Regulations (CFR) 679.500 and 20 CFR 679.540.

appropriate to the youth.

II. Analysis of Need and Available Resources

This section provides an analysis of existing and emerging in-demand industry sectors and occupations, along with the knowledge and skills needed to meet the needs of the employers in the workforce area. Since 2022, the local workforce area has had a higher unemployment rate than the state of Florida. This is still true today. As of July 2024, the unemployment rate for the local area is 4.0%, Florida's unemployment is 3.8%, although the U.S. unemployment rate is at 4.5% (Not Seasonally Adjusted).

As of July 2024, Alachua and Bradford counties were at 3.9%, while Gilchrist and Dixie counties were at 4.4% and 4.5%, respectively. Relative to the state, the younger population (44 and under) makes up a greater portion of the unemployed.

The largest employer in the Region is Government, with 51,800 jobs in 2024. Education and health services is the second largest sector, and expected to have the largest growth, adding over 2,600 new jobs over the next 5 years. The University of Florida and UF Health are major employers in the region. Over 1,000 net new jobs in nursing, medical assistants, aides, and medical managers are expected by 2031.

Our 8 most in-demand sectors include:

- Advanced Manufacturing
- Logistics and Transportation
- Healthcare
- Construction
- Information Technologies
- Agricultural Science and Technology
- Human Life Sciences
- Leisure and Hospitality

Most of the in-demand occupations in the area require an Associate's degree, certificate, or no formal training. For those occupations requiring an Associate's degree or certificate, or workplace training it will be important for the CSNCFL WDB to identify courses of training that can be added to our ETPL so that:

1. Our participants have choices of schools and training institutions
2. Our youth, adults and dislocated workers can be prepared for these occupations
3. These occupations in addition to being in demand will provide our workforce with better than a self-sufficient wage.

The number of young workers and the wide variety of career options available is one of the greatest strengths of the Region. However, to date the Region has not been able to

harness the plethora of available career pathways and connect them to available training and to participants needing the training. This will be a goal over the course of the new planning period.

III. Local Workforce Development Board Vision and Strategic Goals

CSNCFL WDB'S VISION

Provide current and future job seekers with the skills to take advantage of the job opportunities in the region and cultivate a workforce that meets the needs of businesses today and in the future.

CSNCFL WDB'S GOALS

- Increasing awareness of CSNCFL across the 6-member counties to the local elected officials, community partners and constituents
- Assure services are available to residents of all 6-member counties
- Assure that the services provided reflect the needs of the local area member counties
- Focus on continuous improvement to build trust and to enhance reputation of CSNCFL
- Consider how to best serve our first job labor market entrants, our re-entry customers and our barrierred populations

IV. Description of Strategies and Program Services

Services to participants are coordinated through the CSNCFL one-stop system. The programs below are co-located:

- Wagner-Peyser, Veterans
- Re-employment Assessments
- WIOA Adult, Dislocated Worker, and Youth
- TAA
- TANF/WTP
- SNAP Employment and Training

- NDWG
- Ag Tech
- Rural Initiatives

Everyone walking into the one-stop registers for Wagner Peyser (Labor Exchange) services and if they need more than minimally assisted career services through the resource rooms, they are referred to the appropriate program navigator or representative. Staff are cross trained and easily coordinate services with each other so that participants enjoy a “no wrong door” experience. One stop staff have long standing relationships with partners and programs which are not co-located and easily refer participants to programs which are technologically connected. This includes:

- Vocational Rehabilitation
- Adult Education and Family Literacy Act programs
- Carl Perkins Technical Programs
- YouthBuild
- Community Services Block Grant Programs

Training services are provided to equip individuals to enter the workforce and /or to be able to retain employment. Training programs are limited to employment opportunities in demand in the Region. Traditional or classroom-based training is made available to participants through scholarships called ITAs. This allows individuals to attend any of the available courses of training on the ETPL and join a class open to the general public.

In addition to the career services listed above, the following training services are available to eligible Adults and Dislocated Workers:

- Occupational skills training;
- On-the-job training;
- Incumbent worker training;
- Programs that combine workforce training with related instruction
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training (online)
- Job readiness training (online)
- Customized training

Individuals with low literacy or English Language Learners are referred to our AEL partners. When ready they are referred back to the one-stop for skills training

There is a youth center within the comprehensive one-stop center system in Gainesville where staff provide “framework” services similar to career services and connect youth as appropriate to the WIOA 14 elements and to community partners. Being situated in the one-stop provides quick access to WP, WTP, and SNAP services as may be needed especially by out of school youth.

In accordance with the USDOL Vision set forth in TEGL 09-22 CSNCFL has adopted the “*no wrong door*” approach with critical partners committed to quality career pathways and paid work experiences for youth. Youth receive counseling and case management, an adult presence, access to digital life, financial literacy, and employability skills. Youth can be referred to GED, AEL, and occupational skills training through an ITA. They are assessed for supportive services needs which are provided through a CSNCFL grant funding stream or a partner funding stream. Youth with children of their own are connected with WTP services so that they may obtain childcare as well as Medicaid and CHIP for their child(ren).

V. Description of the One-Stop Delivery System

All of the required partners are included in the CSNCFL system. All of the WIOA mandatory program partners can be accessed through their virtual or physical presence. Services provided on site include Wagner-Peyser, WIOA Adult and Dislocated Worker, WIOA Youth, SNAP, WTP, TAA, Veteran’s services, Reemployment Assistance and other special programs.

CSNCFL facilitates access to services through our website and one-stop career centers. The one-stop career centers are located convenient to OS partner offices, workers, and employers. The CSNCFL EO Officer physically visits each of the 4 one-stop locations to assure accessibility. The EO Officer and the OSO made sure all appropriate posters are visible to visitors and staff. As a part of the staff on boarding and orientation all one stop staff are also instructed regarding non-discrimination policies which encompass services to the disabled. CSNCFL can also call upon Core Partner VR for assistance. The OS is equipped with low vision, hearing and technology. CSNCFL coordinates with the ABLE Trust and CIL who visit the OS and provide advice and support as needed.

Online videos and forms developed for workers, program applicants/participants, and employers to access services remotely and virtually are constantly reviewed and updated as necessary. Applications like Zoom and Teams allow for visits and interviews that easily substitute for in person visits.

On-line services include but are not limited to; program orientation, applications for training services, e-signature for forms required by law for participation, job search assistance videos, internship website, virtual job fairs, and basic job exchange activities through EF.

To assure we reach all target groups we may use geo fencing and social media to reach barriered target groups within the 6-county area of our Region. This will allow us to target for specific employer recruitments, reach new UC applicants who do not come in to the centers, those on cash benefits or other high-risk groups. Geofencing has proven to increase access to participants in a cost effective and efficient manner.

VI. Coordination of Services

The OSO coordinates service delivery between community and OS partners. The OSO schedules meetings of the OS partners at least quarterly. The OSO actively participates in the Career Center system partner meetings and other forums that address operational issues and promotes coordination. The one-stop operator communicates daily with the OS partners and coordinates and assists in facilitating the alignment of job seeker and business services.

CSNCFL, coordinates services with Wagner-Peyser to provide labor exchange services for jobseekers and employers. Minimal assistance and self-services are available to the general public from any computer and from the computers in the CSNCFL resource rooms. Employment service staff work side by side with WIOA funded staff in the career centers. Under the guidance of the Title I services manager and in conjunction with business services staff labor exchange services are provided in a non-duplicative and collaborative manner. From job search to job postings staff work with job seekers to provide LMI and assist with accessing job vacancies in EF and matching to the jobs available and work with employers on properly wording job orders and assuring job postings.

CSNCFL business strategies include convening and engaging all economic and workforce development system partners regularly and positions all partners to be ambassadors of the system. CSNCFL partners with the Gainesville Area Chamber of Commerce (GACC) and the North Florida Regional Chamber of Commerce (NFRCC) to provide assist in engaging their employer members and help in marketing work place-based training services.

In the upcoming year a new RFP will be released to engage additional business organizations located in Columbia, Dixie, Gilchrist and Union Counties.

CSNCFL participates in local economic development activities and works to identify future trends in employer needs and shifts in the local economic development priorities to assure career center services are relevant.

CSNCFL coordinates Rapid Response activities in the case of layoffs. Services are coordinated with the state and are designed to respond quickly to employer, worker, and community needs when a mass layoff or plant closure appears imminent. The objectives of rapid response is reemployment on or before affected workers' last day of employment and, upon notification of layoff, is the successful transition of dislocated workers to appropriate services (intensive or training services) to help facilitate a quick return to work.

VII. Performance

As a new Region we have not yet had an opportunity to negotiate the measures for the upcoming year.

Employment Rate - 2nd Quarter After Exit Title I Youth Education and Employment Rate - 2nd Quarter After Exit	The percentage of participants in unsubsidized employment during the second quarter after exit For Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit
Employment Rate - 4th Quarter After Exit Title I Youth Education and Employment Rate - 4th Quarter After Exit	The percentage of participants in unsubsidized employment during the fourth quarter after exit For Title I Youth, the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit)
Median Earnings - 2nd Quarter After Exit	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
Measurable Skill Gains	For Adults in Skills Training For Youth in GED or Skills Training
The Employer Measures	

In addition to the above local areas receive letter grades developed in accordance with the REACH Act

CSNCFL is committed to meeting the federal and state performance measures.

TO: The CareerSource North Central Florida (CSNCFL) Governing Boards

FROM: Rochelle Daniels. Attorney

SUBJECT: Interlocal Agreement (ILA) with Alachua County for Support Services

DATE: September 20, 2024

SUMMARY

Consideration to approve the ILA between Alachua County and the CSNCFL governing boards for administrative and programmatic support.

BACKGROUND

WIOA requires the Chief Elected Officials of a local workforce area to select a fiscal agent to receive and disburse the grants. All organizations need administrative, human resources, risk management, budget, facilities, IT, and payroll services. Also to be competitive organizations need to be able to offer salaries and benefits that will attract qualified staff.

In 2019 – 2020, following resolution of a review associated with the organizational structure, Alachua County, stepped forward to serve as the Fiscal Agent and Administrative Entity for the Region, thereby assuring the integrity of the funds. This provided many advantages as administrative and program staff became Alachua County employees receiving the same benefits as county employees which would not be possible under a different stand alone structure because of the cost. Also, as the county already had all the various support departments in place the County was able to provide support to the Region.

The expenditure of program funds and policy decisions were still made by the Dual County Council of Elected Officials and the North Central Florida Workforce Board. Yjey provided oversight and policy guidance.

DISCUSSION

With the creation of Region 26, we are now 6 counties. The ILA entered into in accordance with Fla. Stat. §163.01, currently passed by three (3) of the counties and making its way through the approval process of the other counties, created CareerSource Florida as a separate governmental entity.

It is proposed that the staff will report to the Chief Executive Officer, who works at the pleasure of the Workforce Board and Council of Elected Officials, but will be employed by Alachua County. Alachua County has agreed to continue to be the employer of the

administrative and program staff. The staff will be subject to the County personnel rules, and they will benefit by being under the County pay and classification system as well as receive County employee benefits.

In addition Alachua County has also agreed to:

1. Serve as the Fiscal Agent to receive and disburse funds as directed by the Council of Elected Official and the Workforce Development Board
2. Maintain our books of records and file all required financial reports with the state, assist with cost allocation and provide required indirect cost plan
3. Provide budgeting and forecasting as well as monthly financial reports
4. Process payroll
5. Providing Human Resource support
6. Assigning an Equal Opportunity Officer as required by WIOA
7. Managing employee benefits
8. Provide liability coverage
9. Provide IT support
10. Provide facilities management for the Gainesville One-stop Center.

This will leave staff with more time to be able to focus on client services. We will not have to purchase expensive fiscal software or payroll and time keeping software as the County already has these things in place. We will not need to develop a new set of personnel rules or hire individuals to provide the back end of the IT system which is so important for the One-stop system.

The grants allow 10% for administration. To provide all these services CareerSource staff worked with County staff and agreed to a cost of 3.5% of our annual allocation plus the wages of 2 fiscal staff one of whom previously worked for Region 7. We will be responsible for our own annual audit, legal services, Directors' and Officers' Insurance to include Employer Liability. Staff feels this a low cost for the provision of these services not all of which will be charged to administration. The contract is for 3 years renewable for 3 years.

RECOMMENDATION

Approval of the Interlocal Agreement with Alachua County for the provision of fiscal, staff and Equal Opportunity support as described above.

**INTERLOCAL AGREEMENT BETWEEN
CAREERSOURCE NORTH CENTRAL FLORIDA AND THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____ A.D. 20____, by and between CareerSource North Central, hereinafter referred to as "CSNCFL" a local government agency, created pursuant to Florida Statutes §163.01 and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, CSNCFL and the County are hereinafter referred to as the "Parties."

R E C I T A L S

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the CareerSource North Central Florida Workforce Development Council was created pursuant to Florida Statutes §163.01 to implement workforce development and related programs; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of codifying the support to be provided by the County to the CSNCFL and the applicable compensation;

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, duties and benefits set forth herein, and other valuable consideration, the receipt and sufficiency of are hereby conclusively acknowledged, the Parties do agree as follows:

1. Term.

This Agreement shall commence on October 1, 2024, and become effective upon execution by both parties, and continue through September 30, 2027 unless earlier terminated as provided herein. This Agreement may be renewed for an additional three (3) year period upon Agreement of the parties.

2. Duties of CSNCFL.

2.1 CSNCFL staff shall be responsible for administering the workforce grants allocated to the Region 26 workforce development area. This includes but is not limited to:

- a. Providing staff to support the CareerSource North Central Florida Workforce Development Board and their committee.

- b. Providing staff support to the CareerSource North Central Florida Workforce Development Council.
- c. Issuing Public Notices in accordance with the Florida Statutes of Meetings.
- d. Preparing, posting and distributing Agendas, Back-up and Minutes for CareerSource North Central Florida Workforce Development Council and CareerSource North Central Florida Workforce Development Board Meetings.
- e. Taking care of the day to day operations of Region 26.
- f. Applying for grants.
- g. Carrying out oversight of the programs and funds in accordance with direction from the CSNCFL governing boards.
- h. Managing and reporting on state and federal performance measures.
- i. Managing the budget to assure expenditures meet cost category requirements and expenditure limit requirements.
- j. Adhering to Florida Commerce Policies.
- k. Drafting policies necessary to implement the grants.
- l. Perform procurement as required by federal grant requirements for the purchase of goods and services needed to support the grants.
- m. Arranging for an annual organization wide audit.
- n. Approving invoices submitted for payment to the Alachua County Clerk's Office.
- o. Procuring insurance to assure coverage for all eventualities if not provided by Alachua County in particular CSNCFL shall obtain Directors and Officers, Employment Practice Liability and Errors and Omission Coverage which shall include defense.
- p. Adopt all the County's Personnel Policies, Procedures, Standard Operating Procedures, Regulations, etc. as may be amended from time to time.

2.2 The CSNCFL Chief Executive Officer shall assure the provision of participant services in accordance with the grants received.

- a. Assigning and managing the staff providing participant services in the one-stop centers.
- b. Managing state and federal performance.

- c. Oversight of the one-stop operator.
- d. Assuring all eligibility criteria relating to the grants is documented.
- e. Assuring required data entry into the state's data systems.
- f. Assuring follow-up is performed for participants in WIOA and WTP programs.
- g. Providing guidance and support to the state staff assigned to the one stop and assisting in filling vacancies and conducting performance evaluations of the staff.

2.3 The CSNCFL Chief Executive Officer shall work with the Alachua County HR Department when vacancies need to be filled and on other HR matters related to the CSNCFL staff.

3. Duties of the County.

3.1 The County shall have and perform the duties set forth below as more particularly detailed in Attachment A:

- a. Human Resources Services.
- b. Equal Opportunity Officer services.
- c. Facilities management of the Gainesville one-stop location or such other locations in their place of the same or similar square footage.
- d. Risk management assistance with respect to employee benefits.
- e. Payroll support.
- f. Risk management assistance with respect to assuring coverage of CSNCFL with respect to:
 - i Third Party Liability Insurance coverage in an amount appropriate for a local governmental unit with sovereign immunity on a negligence basis, including injuries and accidental deaths to any person and subject to the same limited for more than one (1) person in an accident.
 - ii Theft/Fidelity Insurance /Honesty Bond to provide coverage for the grants received and shall name the officers, directors, and those employees in positions allowing access to or control of grant program funds.
 - iii Property Damage insurance.
 - iv Non-owner vehicle insurance coverage.
 - v Issue Certificates of Insurance as needed by CSNCFL.

3.2 Alachua County shall serve as the Fiscal Agent, for grant funds received by CSNCFL, providing fiscal and budgeting support, receiving all grant funds and disbursing the funds as authorized by the CSNCFL Chief Executive Officer in accordance with the CSNCFLWDB and CSNCFL Council direction.

3.3 Information Technology.

3.4 Completing and filing financial reports timely with the state as required by Florida Commerce or their Federal oversight agency.

3.5 The Clerk shall process and pay all invoices in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

4. Compensation

4.1 CSNCFL shall pay the County an amount equal to 3.5% of their annual allocation for the provision of overhead support as described above.

- a. In the calculation of the amount to be charged the Parties shall not take into account any discretionary grants awarded subsequent to the state's Notice Of Obligation (NOO) or Notice of Fund Availability (NFA) of the annual allocation for Region 26 generally announced in May or June of each Program Year prior to the start of the new Program Year July 1.
- b. The amount to be paid to Alachua County shall be divided into twelve equal payments Alachua County shall invoice CSNCFL within 15 days of the close of each month and CSNCFL shall authorize payment
- c. Should a dispute arise regarding the disbursement or accounting of the CSNCFL grant or other funds CSNCFL agrees that they will not refuse to authorize payment to Alachua County for the services described herein but will work with the Alachua County to resolve the matter. If the matter is not resolved following good faith attempts to resolve it, the CSNCFWDC, which includes a representative of each County, shall decide the matter.

4.2 CSNCFL shall reimburse the County for two (2) fiscal staff, a Sr. Fiscal Assistant and Fiscal Supervisor in addition to the 3.5% charge for the services to be provided.

4.3 The cost of CSNCFL employee wages and benefits shall be considered pass through costs and shall be reimbursed to the County based on the actual cost of employee wages and benefits.

4.4 CSNCFL shall be responsible for the conduct of any employee and shall purchase insurance to cover such eventualities.

4.5 CSNCFL shall be responsible for the costs of any employee investigation (internal or external), administrative complaints, administrative proceedings, litigation, etc. and shall purchase insurance to cover such eventualities.

5. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from a party to another party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by another party. For purposes of all notices, the representatives of the County, Clerk and CSNCFL are:

County:
County Chair
12 S.E. 1st Street
Gainesville, FL 32601

Clerk:
J.K. "Jess" Irby, Esq.
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

CareerSource:
Phyllis Marty, CEO
1112 North Main Street
Gainesville, FL 32601

A copy of any notice, request, or approval to the County must also be sent to:

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

County Manager's Office
12 SE 1st Street
Gainesville, FL 32601
Attn: Gina Peebles

6. Default and Termination.

1.1 The failure of any party to comply with any provision of this Agreement will place that party in default. The party claiming default shall notify the defaulting party in writing. This notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall have 30 days to cure the default or to enter into an agreement to cure with the complaining party. 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 Chair is authorized to provide final termination notice on behalf of the County to CSNCFL. The CSNCFL Chief Executive Officer is authorized to provide written notice of default on behalf of CSNCFL, and if the default situation is not corrected within the allotted time the CSNCFL Chair is authorized to provide notice of termination on behalf of CSNCFL to the County or the Clerk.

2.1 Additionally, any party may terminate this Agreement without cause by providing no less than 180 days written notice to the other parties. The County Manager is authorized to provide written notice of termination on behalf of the County to the CSNCFL. The CSNCFL Chief Executive Officer is authorized to provide written notice of termination on behalf of CSNCFL to the County or the Clerk. The Parties will discontinue all services upon the effective date of the

termination and any party's recovery against another shall be limited to that portion of the Agreement amount earned through and including the date of termination, but no party shall be entitled to any other or further recovery against another party, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.

3.1 Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

7. Project Records.

1.1 All records relating in any manner whatsoever to this Agreement that are in the possession of any party shall be made available to the other parties for inspection and copying upon written request, and shall be retained as required by Florida law and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by any party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except for any records that are exempt from the Florida Public Records Act.

8. Sovereign Immunity.

1.1 The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Assignment of Interest.

1.1 No party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other parties.

10. Successors and Assigns.

1.1 The County and CSNCFL each bind the others and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

11. Third Party Beneficiaries.

1.1 This Agreement does not create any relationship with, or any rights in favor of, any third party.

12. Severability.

- 1.1 If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

13. Non-Waiver.

- 1.1. 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.

- 1.1. This Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County.

15. Attachments.

- 1.1 All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. Amendments.

- 1.1 The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

17. Captions and Section Headings.

- 1.1 Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. Construction.

- 1.1 This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.

19. Counterpart.

- 1.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Recording of Interlocal Agreement and Amendments.

- 1.1 Upon execution by the Parties hereto, the County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement. All subsequent amendments to this Interlocal Agreement, if any, shall be recorded in the Official Records of Alachua County, Florida, with 10 business days of the execution of the amendment.

21. Entire Agreement.

22.1. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be approved by their respective Governing Boards and to be executed and delivered on the day and year first above written.

ALACHUA COUNTY, FLORIDA

CSNCFL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

CLERK'S OFFICE

CLERK: _____

By: _____

Name: _____

Title: _____

Date: _____

(County Seal)

ATTACHMENT A: Duties of County

1. Authorize CSNCFL employees to be budgeted by the County as Non-Board employees under Personnel Policy 4-2(1.e.).
 - 1.1. All CSNCFL positions under this classification would be funded through CSNCFL grants and report to the CEO, with the exception of the CEO. The CEO serves at the pleasure of the NCFWDB and the CSNCFL Council of Elected Officials.
2. Provide Administrative Services including the following:
 - 2.1. Budgeting Assistance
 - 2.2. Accounting and Treasury Services
 - 2.2.1. Provide an Imprest Account of up to \$750,000 for cash flows purposes.
 - 2.2.2. Handle all cash receipts and revenue collections.
 - 2.2.3. Manage investments and produce monthly bank reconciliations.
 - 2.2.4. Process all vendor payments.
 - 2.2.5. Provide payroll services for CSNCFL staff.
 - 2.2.6. Record fixed assets and oversee disposal of surplus property.
 - 2.2.7. Reconcile grant expenditures to SERA each month.
 - 2.2.8. Oversee financial reporting and the annual audit, including preparation of audited annual financial report and Single Audit.
 - 2.2.9. Serve as Fiscal Agent for CSNCFL and be responsible for all other functions set forth in 20 CFR 679.420(b)
 - 2.3. Human Resources
 - 2.3.1. Hiring:
 - 2.3.1.1. Job Postings
 - 2.3.1.2. Review Qualifications
 - 2.3.1.3. Internal/External Applicant Referrals
 - 2.3.1.4. Set up drug tests as appropriate
 - 2.3.1.5. Set up background checks, - direct cost for background checks
 - 2.3.2. New Hire Processing:
 - 2.3.2.1. Create New Hire Lists
 - 2.3.2.2. Payroll Prep and Signup
 - 2.3.2.3. E-Verify Processing
 - 2.3.2.4. Homeland Security Processing
 - 2.3.2.5. Changes in W-4 for Payroll
 - 2.3.3. New World data entry

2.3.4. Classifications:

- 2.3.4.1. Class Requisitions Entering/ Tracking
- 2.3.4.2. Job Assessment Tools
- 2.3.4.3. Job Descriptions: New and Revised
- 2.3.4.4. Pay Plan updates
- 2.3.4.5. Date entries/changes in New World position side

2.3.5. Employee/Labor Relations:

- 2.3.5.1. Corrective Actions
- 2.3.5.2. Appeal and Disciplinary Hearings
- 2.3.5.3. Investigations
- 2.3.5.4. Offboarding Processes
- 2.3.5.5. Counseling and Consults to Management and Employees

2.3.6. General HR:

- 2.3.6.1. Processes/Store Personnel Documents
- 2.3.6.2. Answers calls about HR related topics.
- 2.3.6.3. Employment Verification Calls/Letters
- 2.3.6.4. Public Records Requests
- 2.3.6.5. Address Changes
- 2.3.6.6. Approving EAF's
- 2.3.6.7. Data entries/changes in New World employee side
- 2.3.6.8. FMLA/Sick Leave Bank administration
- 2.3.6.9. Tuition Reimbursement
- 2.3.6.10. Length of Service recognition – direct cost for gift items

2.3.7. Development & Training:

- 2.3.7.1. New Employee Orientation
- 2.3.7.2. Behavioral Based Interviews course for any supervisors
- 2.3.7.3. Supervisor Orientation for supervisors
- 2.3.7.4. 1 participant in Leadership Academy per calendar year
- 2.3.7.5. Special Topic Talks requested, and facilitated or taught by Training Manager when available – fee if the speaker is a 3rd party vendor (cost set by vendor)
- 2.3.7.6. Future (next spring) Cornerstone LMS access - \$43.62 per seat/license
- 2.3.7.7. Every task that HR does may not be captured on this list.

2.4. Equal Opportunity (in accordance with 29 CFR 38.28)

- 2.4.1. Provide Guidance to Region 26 Administration on Equal Opportunity issues

- 2.4.2. Oversee ADA Compliance:
- 2.4.3. conduct site reviews of service locations/physical access
- 2.4.4. conduct ADA training; monitor accessibility of programs and services
- 2.4.5. respond to employee accommodation requests
- 2.4.6. Monitor Language Access Compliance
- 2.4.7. Investigate Complaints of Discrimination/Harassment
- 2.4.8. Conduct Staff Training/New Employee EO Orientation
- 2.4.9. Complete Annual EO Monitoring Questionnaire in Preparation for Desk/Onsite Audit by the State Equal Opportunity Officer EO Officer
- 2.5. Risk Management
 - 2.5.1. New Employee Benefits Orientation
 - 2.5.2. Benefits Administration
 - 2.5.3. Payroll entry/changes/termination
 - 2.5.4. Bill reconciliation
 - 2.5.5. Retirement for Florida Retirement System (FRS)
 - 2.5.6. Life Insurance Claims
 - 2.5.7. Deferred Compensation Administration
 - 2.5.8. Flexible Spending Plans Administration
 - 2.5.9. Annual 1095C processing
 - 2.5.10. Benefits Issues
 - 2.5.11. Coverage Issues
 - 2.5.12. Claims Issues
 - 2.5.13. Open enrollment
 - 2.5.14. Retiree Administration
 - 2.5.15. Retiree Life Insurance
 - 2.5.16. Life Insurance Claims
 - 2.5.17. Retiree Health Administration
 - 2.5.18. Retiree Subsidy
 - 2.5.19. Wellness and Occupational Health Program Administration
 - 2.5.20. Ongoing wellness events and programs including incentive program
 - 2.5.21. Pre-hire and employment drug testing
- 2.6. Information Technology Services
- 2.7. Facilities Management (Gainesville location only) - routine maintenance is defined as repairs or servicing associated with the standard use and life-cycle of building systems, components, and assets. Activities that are the landlord's responsibility in CSNCFL lease will not be performed by Facilities Management. Costs associated with services that exceed the scope of routine maintenance will be separately billed based on the actual costs of the employees providing such service (for example:

furniture assembly, out of cycle painting, moving services, requests that require Facilities employees to work outside of their normal hours of 7:00am – 3:30pm, and upgrades to equipment that is otherwise functional and sound). Examples of services provided include:

- 2.7.1. Carpet/Flooring Issue
- 2.7.2. Door/Window/Wall Issue
- 2.7.3. Electrical Issue
- 2.7.4. Fire & Life Safety
- 2.7.5. HVAC Issue
- 2.7.6. Janitorial Issue
- 2.7.7. Pest Issue
- 2.7.8. Plumbing Issue
- 2.8. Financial Software Hosting Services
- 2.9. Liability and D & O insurance coverage

**BY-LAWS
Of
The North Central Florida Workforce Development Board, Inc.
A Florida Not-for-Profit Corporation**

The provisions of this document constitute the By-Laws which shall be utilized to govern the management and operation of the North Central Florida Workforce Development Board, Inc., (NCFWDB or LWDB 9) a Florida not-for-profit corporation.

**ARTICLE I
DEFINITIONS**

Section 1.1 – Definitions

- A. "Acts" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, collectively;
- B. "CareerSource Florida" (CSF) shall mean the staff appointed to carry out the policies of the State of Florida workforce development board which is called the CareerSource Florida Workforce Development Board of "CSFWDB".
- C. "CareerSource North Central Florida" shall mean and refer to the administrative entity created by the Interlocal Agreement by and between Alachua and Bradford counties pursuant to §163.01, Florida Statutes ("Interlocal Agreement"), and designated to provide and serve as support staff to LWDB 9 and the Council to carry out the purposes of the Interlocal Agreement and the Agreement between the Council and LWDB 9.
- D. CareerSource North Central Florida One-Stop System shall mean the physical career center and technological career center communications network established pursuant to WIOA to deliver workforce services to the North Central Florida Workforce Development Area.
- E. "Chief Executive Officer" (CEO) shall mean the top executive of CSNCFL.
- F. "Chief Local Elected Officials" (CLEO) shall mean and refer to the Chair of the Board of County Commissioners for Alachua and Bradford counties, respectively.
- G. "Council" shall mean the Dual County Workforce Development Council ("Council") created through the Interlocal Agreement entered into between Alachua and Bradford counties which provide, among other authorities and responsibilities, for the creation of LWDB 9 and the appointment of its members.
- H. "DEO" shall mean and refer to the Florida Department of Economic Opportunity.

- I. "Fiscal Agent" shall mean the Chief Financial Officer ("CFO") of CSNCFL. CSNCFL shall be the entity designated to receive funds under Master Agreement with DEO. The CFO shall be responsible for the disbursement of funds as directed by the Council /LWDB 9 action at a properly noticed meeting or in accordance with policy adopted by the Council/LWDB 9 at a properly noticed meeting.
- J. "Florida WIA" shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes.
- K. "Local Grant Recipient" shall mean and refer to the counties of Alachua and Bradford.
- L. "Local Grant Sub-Recipient" shall mean and refer to CSNCFL.
- M. "Local Workforce Development Area" (Local Area) shall mean and refer to a jurisdiction for the administration of workforce development activities. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive WIOA Title I, subtitle B formula grants. In north central Florida it is Alachua and Bradford Counties.
- N. "Local Workforce Development Board 9" (LWDB 9) shall mean the local workforce board whose members are those individuals appointed by the Council, and who in partnership with the Council, set policy for CSNCFL.
- O. "LWDB Staff" or "Staff to the LWDB" shall mean and refer to CSNCFL.
- P. "North Central Florida Workforce Development Area" (NCFWDA) shall mean the geographic areas comprising Alachua and Bradford counties.
- Q. "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
- R. "4-year Local Area Workforce Plan" (Local Plan) shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vision and strategic and operational goals.

ARTICLE II

NAME, SERVICE AREA, AND OFFICE LOCATION

Section 2.1 – Name

The legal name of the organization shall be the North Central Florida Workforce Development Board, Inc., hereinafter referred to as "NCFWDB" or "LWDB 9".

Section 2.2 – Service Area

The NCFLWDB shall serve the employers and residents of Alachua and Bradford counties, Florida.

Section 2.3 – Office Location

The official office location and mailing address shall be 1112 North Main Street, Gainesville, FL 32601.

ARTICLE III

PURPOSE AND USE OF FUNDS

Section 3.1 – Purpose

The purposes for which the NCFWDB is formed, and its business goals and objectives, are as follows:

- A. To serve as the Local Workforce Development Board for Region 9, as certified by CSF.
- B. Together with the Council to oversee the creation of a comprehensive and high-quality workforce delivery system in the NCFWDA and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- C. To deliver customer-focused, value-added workforce solutions designed to meet the specific needs of employers and job seekers.
- D. Together with the Council to provide policy and oversight over CSNCFL and the CSNCFL one-stop system.
- E. To enhance the provision of workforce development services; increase the involvement of the business community, including small and minority businesses, in workforce development activities; to increase private sector employment opportunities; and to ensure the economic health of the community.

Section 3.2 – Use of Funds

- A. The NCFWDB in conjunction with the Council shall approve the use of funds in ways that will most effectively satisfy the labor market demand needs of the residents and business community to enhance the economic well-being of the community and to invest their resources so as to result in attainment of the performance measures negotiated with DEO.
- B. The NCFWDB in conjunction with the Council shall approve the use of funds in accordance with Section 4.3 paragraph I and in a manner that takes into account sustained fiscal integrity and accountability pursuant to 2 CFR 200 et. seq., WIOA and the corresponding

Federal Regulations and State policies as well as the laws and regulations applicable to such other grant funds or donations received.

- C. Investments, loans or evidence of indebtedness or promises to pay shall not be contracted for on behalf of the NCFWDB unless authorized and approved by both the LWDB 9's Board of Directors and Council.
- D. The NCFWDB in conjunction with the Council shall exercise oversight over the funds awarded to the NCFWDA.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 – Governing Body

The LWDB 9 shall be governed by a Board of Directors, to be appointed by the Council as provided herein.

Section 4.2 Incorporation

The LWDB 9 shall incorporate as a Florida not for profit corporation in accordance with the Section 501(c)(3) of Internal Revenue Code.

Section 4.3 - Appointment of Board Members

- A. The Council shall appoint members of the Board of Directors ("Board") consistent with criteria established under WIOA, the Governor, and the Interlocal Agreement and the nomination process approved by the Council and the NCFWDB at their meeting on October 15, 2020, and attached hereto as Exhibit 1.
- B. The initial appointments of LWDB 9 member shall be fixed and staggered terms of two and three years. Thereafter, new and reappointed members shall be appointed for terms of two (2) years. No member will serve more than eight (8) consecutive years.
- C. The authority to appoint, reappoint or revoke the appointment of members to LWDB 9 lies solely with the respective County's CLEO that appointed the LWDB 9 member. Members of the Board shall serve at the pleasure of the Council elected official who appointed them. The member may be removed either for or without cause at any time;
- D. Members of the Board may identify and encourage potential applicants to apply for appointment to the Board in accordance with the application process set forth by the Council;
- E. The CSNCFL CEO shall provide or arrange for annual training to Board members to ensure they are aware of their roles, responsibilities and functions to include an orientation and training for new Board members and periodic updates as needed;

- F. The number of Board members and the categories of membership shall conform to Federal and State legislation, regulations and policies.

Section 4.4 – Authority and Responsibilities

All corporate powers shall be exercised by or under the authority of the Board in conjunction with the approval of the Council, and the business and affairs of the Corporation will be managed under the direction of the CEO. The Board and Council shall direct strategic and operational oversight of the Corporation to help develop a comprehensive and high-quality workforce delivery system in the NCFWDA.

The Board's general responsibilities shall include, but not be limited to:

- A. Establishing, adopting and overseeing policies for governance, administration and operation of the Corporation to carry out the functions of the LWDB 9 as outlined in WIOA in coordination with the Council as provided herein, and in the law governing the funds awarded to the NCFWDA;
- B. Developing, ratifying and submitting or amending the Local Plan pursuant to Public Law No. 113-128 WIOA and the provisions of Florida Statute 445.007 subject to the approval of the Council; Convening local workforce development system stakeholders to assist in the development of the Local Plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
- C. Coordinating agreements with the Council that are necessary to designate the administrative entity and fiscal agent for the NCFWDA;
- D. Providing oversight of the Corporation's programs, costs and performance outcomes together with the Council;
- E. Identifying and selecting providers of youth services;
- F. Identifying, selecting and approving eligible training providers and other providers of training services;
- G. Together with the Council identifying, selecting and approving career services provider(s);
- H. Together with the Council selecting the One-Stop Operator(s);
- I. Developing an annual planning budget for the activities of the CSNCFL with approval of the CEO and consistent with the Local Plan and the duties of the LWDB 9. The annual planning budget shall be presented to the Council in May or June of each year prior to the start of the program year based upon the planning numbers provided by DEO. The annual planning budget shall include all non-federal revenues and discretionary grants. There shall be a "true-up" report showing the actual awards and budget vs actual in December or January every year.

- J. Together with the Council negotiating and reaching agreement on local performance indicators with the Governor.
- K. Coordinating the Local Area's workforce investment activities with economic development strategies and developing other employer linkages with such activities.
- L. Developing the Regional Targeted Occupations List.
- M. Ensuring grievance procedures and equal opportunity representation is available and made known to staff, participants, and other interested parties in the local workforce development system.

Section 4.5 – Employment of a Director and Staff

- A. The administrative entity, Alachua County shall staff the Board. The Chief Executive Officer (CEO) shall report to the Board and the Council and shall be responsible to hire sufficient personnel to carry out effective and efficient operations of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing workforce services.
- B. The Board may recommend to the Council that the CEO be suspended, with or without pay, or may recommend that the Council remove the CEO who serves at the pleasure of the Council.

Section 4.6 – Authority of Individual Board Members

- A. Board members have authority over the affairs of the LWDB 9 only when acting as a Board of Directors legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such statement or action is taken when carrying out specific instructions by the Board.
- B. Members of the LWDB 9 and its Committees may be contacted for comments on NCFWDA, Board or Council matters and/or issues of public interest. Board and Committee members shall direct any such requests to the CSNCFL CEO who is designated as the official spokesperson for the NCFWDA. He/she shall update the Council and LWDB 9 Chairs regarding public comments as appropriate and shall take direction from the Council Chair who may also choose to comment or to have the LWDB 9 Chair comment.

Section 4.7 - Categories of Board Membership

Consistent with criteria defined by the U.S. Department of Labor, WIOA, the State of Florida, and Florida WIA, Board member composition shall be in accordance with the following categories:

- A. Business: These shall be individuals; who are business owners, including small business, chief executives or operating officers, employers or other individuals with optimum policymaking or hiring authority, provide employment opportunities that include high-quality, work relevant training and development in in-demand industry sectors or occupations, and are nominated by business organizations or business trade associations. Business sector representatives shall constitute a minimum of fifty-one percent (51%) of the total Board.
- B. Workforce: These shall be representatives; of local labor organizations nominated by local labor federations, member of a local labor organization or a training director from a joint labor-management apprenticeship program, or if no joint program exists an individual from an apprenticeship program, may include community based organizations that have demonstrated experience and expertise in addressing employment needs of individuals with barriers, including organizations that serve veterans or individuals with disabilities, and out of school youth. Workforce sector representatives shall constitute a minimum of twenty percent (20%) of the total Board.
- C. Education and Training: Representatives shall include; providers administering adult education and literacy activities under WIOA Title II, institutions of higher education providing workforce investment activities, and a private institution of higher education providing workforce investment activities in accordance with FS §445.07.
- D. Government, Economic/Community Development: Representatives of governmental, and economic and community development entities; economic and community development entities serving the Local Area, State Employment office/Wagner-Peyser Act 29 U.S.C. 720 et seq, WIOA Title I of rehabilitation act of 1973, may include agencies representing transportation, housing, public assistance, philanthropic organizations or representatives of entities or individuals as the Council determines to be appropriate.
- E. All Board members shall be individuals with optimum policymaking authority within their organizations, agencies or entities. A representative with "optimum policymaking authority" is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- F. An individual may be appointed as a representative of more than one membership category if the individual meets all criteria for such representation. If an individual represents more than one membership area, he or she must be appropriately nominated by the organization or entity he or she will represent in each category and must have optimum policymaking authority within each membership area represented.
- G. To the extent possible nominees shall represent the urban and suburban nature as well as the demographic, ethnic, and gender characteristics reflective of the NCFWDA.

Section 4.8 - Qualifications

Members of the Board shall be U.S. citizens or permanent residents, and residents and registered voters of Alachua or Bradford counties, or if they are business owners the business or an office of the business shall be located in Alachua County or Bradford County, or business representatives must be employed by a business that is located in one of those two counties. The residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the Council.

Section 4.9 – Financial Disclosure

Each Board member is considered a “public servant” and as such is required to file a statement of financial interests within thirty (30) days of appointment to the Board, and annually thereafter, as well as upon completion of their term on the Board.

Section 4.10 - Compensation

No compensation will be paid to Board members for services performed as members of the Board. Board members may be reimbursed for expenses incurred when traveling on official business of the Board or Council. Reimbursement of expenses must conform to the State's established travel policy.

Section 4.11 - Notification of Vacancies

The Board Chair or the CEO will notify the Council when Board vacancies occur through written correspondence to the Chair of the Council.

ARTICLE V

BOARD MEMBERSHIP

Section 5.1 – Terms of Membership

- A. In accordance with WIOA and Florida WIA, whenever a mandatory seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, their term of office shall not expire except and unless the federal or state statute is amended to exclude the position; and
- B. If a Board member resigns prior to his or her term end date, or ceases to represent the category to which they were appointed, in which case they shall be considered as having defacto resigned, the Council shall appoint an individual to fill the seat in accordance with required nomination procedures. Upon appointment, the new member

shall serve the remainder of the unexpired term of the member whose vacancy he or she is filling.

Section 5.2 – Attendance

Three (3) consecutive absences from regularly scheduled Board meetings, without an excuse approved by the Board Chair, shall constitute a de facto resignation of the Board member. Three (3) consecutive absences from regularly scheduled Committee meetings, without an excuse approved by the Committee Chair, shall constitute a de facto resignation from the Committee. De facto resignation from a Committee will not impact the individuals' membership on the Board or membership on other Committees.

Section 5.3 – Resignation of Membership

A Board member may resign his or her membership on the Board at any time by submitting a resignation in writing to the CSNCFL CEO. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation.

Section 5.4 – Revocation of Membership

The Chair may recommend revocation of Board membership to the CEO for the following reasons:

- A. A member's disability, illness or inability to perform their duties on the Board after conferring with the board member or his/her representative and entering into the ADA approved interactive accommodation discussion to determine whether an accommodation would make it possible for the member to perform their duties;
- B. Alleged unethical or illegal practices or actions, in which instance if the matter is resolved in favor of the member, they would be eligible for reappointment to the Board; or
- C. Failure to carry out duties, responsibilities or functions of a Board member as defined herein.

ARTICLE VI

BOARD OFFICERS

Section 6.1 – Board Officer Positions

- A. The Board Officers shall consist of a Chair, a Vice-Chair, and a Secretary/Treasurer.
- B. The Chair and Vice Chair shall be selected from the private sector members.

Section 6.2 – Nomination and Election of Board Officers

The Officers shall be elected as follows:

- A. A slate of nominees for Officers shall be presented to the Board by an Ad Hoc Nominating Committee appointed by the Chair at the December or January meeting.
- B. The Officers shall take office at the meeting immediately subsequent to their election.

Section 6.3 – Duties of Board Officers

A. Duties of the Chair shall include:

1. Presiding at all meetings of the Board.
2. Serving as Chair of the Executive Committee.
3. Making all committee Chair appointments subject to these By-laws.
4. Calling special meetings of the Board.
5. Establishing Ad-Hoc Committees as deemed necessary to conduct the business of the Board and make appointments thereto such as but not limited to proposal review committees, governance committee, or nominations committee.
6. Serving as a signatory for LWDB 9 on documents requiring the signature of the Chair.
7. Performing all duties incident to the office of Chair.

B. Duties of the Vice-Chair shall include:

1. Presiding over meetings of the Board in the absence of the Chair;
2. Serving as a member of the Executive Committee.
3. Serving as a signatory on required documents in the absence of the Chair.
4. Performing all duties incident to the office of Chair in the absence of the Chair.

C. Duties of the Secretary/Treasurer shall include:

1. Serving as a member of the Executive Committee.
2. Serving as a member of the Finance Committee
3. Performing all duties incident to the office of Treasurer.

Section 6.4 – Terms of Board Officers

- A. The term of office for the Board Chair, Vice-Chair, Treasurer and Secretary shall be for one (1) year, from January 1 or the month following the date of the election through December 30.
- B. Board Officers shall serve no more than two (2) consecutive terms of one (1) year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board. After two (2) consecutive terms, the Officer shall then step down from their position for a minimum of one (1) year, although they may continue to serve as Board members, or in other offices.

Section 6.5 – Vacancy in One of the Officer Positions

If a vacancy in any office other than the Chair occurs due to the illness, resignation, etc. of the Officer elected, a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled LWDB 9 meeting where a quorum is established. If the office of Chair becomes vacant, the Vice-Chair will assume the office of Chair for the remainder of the unexpired term. The office of Vice-Chair will then be filled in the manner in which the Vice Chair was elected.

ARTICLE VII **BOARD COMMITTEES**

Section 7.1 – Standing Committees

- A. Standing Committees shall be the Executive Committee, the One-Stop Adult/Dislocated Worker Performance Committee, The Youth Committee, and the Finance Committee.
- B. The Council may create, expand or combine Standing Committees as determined necessary for the efficient operation of the LWDA 9. The LWDA 9 may initiate creating, expanding or combining Standing Committees by providing recommendations for Council consideration and approval.

Section 7.2 – Ad Hoc Committees

The Chair may appoint Ad Hoc Committees as determined necessary.

Section 7.3 – General Guidelines of Committee Membership

- A. All Board members shall be required to serve on at least one (1) Standing Committee;
- B. All committees shall be chaired by a Board member appointed by the Board Chair. The Chairs of the One-Stop and Youth Committees may appoint Board and non-Board

members deemed appropriate to serve on these committees. Board members shall comprise a majority of each committee; and

Section 7.4 - Terms of Executive Committee Members and Committee Chairs

The term of office for Committee Chairs shall be one (1) year. After two (2) consecutive terms, Committee Chair shall step down from their position for a minimum of one (1) year, although they may continue to serve as Board and Committee members.

Section 7.5 – Executive Committee Membership, Duties and Responsibilities

- A. The Executive Committee shall be chaired by the Board Chair and shall consist of the Board Chair, Vice-Chair, Treasurer/Secretary, Chairs of the Standing Committees, and the Immediate Past Chair.
- B. The Executive Committee shall also be responsible for:
 - 1. Reviewing and recommending for Council approval the CEO's performance evaluation and compensation.
 - 2. Reviewing and overseeing the CEO's succession plan to ensure continuity of leadership and uninterrupted delivery of services during the time needed to select a new CEO, including recommending for Council approval the selection of an Interim CEO.
 - 3. Reviewing matters that come before the entire Board and recommending them for approval to the full Board.
 - 4. Serving as the compensation committee when necessary to approve personnel policies which shall be aligned with that of Alachua County to the extent possible, and employee salary and benefits plans from time to time.
 - 5. Reviewing and recommending for Board approval policies ensuring employees meet the necessary WIOA training requirements.

Section 7.6 – One Stop and Performance Committee

The One-Stop and Performance Committee's general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval the services and programs being delivered to employers and job seekers.
- B. Reviewing and recommending for Board approval eligible training provider applications, termination, and other actions pertaining to training vendors.
- C. Reviewing and recommending for Board approval, and maintaining, the Regional Targeted Occupations List.
- D. Reviewing and recommending for Board approval partnerships with economic development organizations and other business associations in accordance with the NCFWDA strategic plan.
- E. Providing recommendations with respect to matters relating to the one-stop delivery system.
- F. Providing recommendations with respect to making the one stop system accessible so as to provide better service individuals with disabilities.
- G. Providing recommendations regarding the coordination of one-stop partner services.
- H. Providing oversight and recommendations for performance improvement including a review of CSNCFL attainment of state negotiated performance measures.
- I. Making recommendations related to the identification of targeted business sectors.

Section 7.7 – Youth Committee Membership, Duties and Responsibilities

The Youth Committee's membership and responsibilities shall include, but not be limited to:

- A. Members in addition to Board members who shall be in the majority and Chair the committee include members of community-based organizations who provide services to eligible youth, and other individuals with appropriate expertise and experience.
- B. Reviewing and recommending for Board approval youth service providers.
- C. Reviewing the plans and services of other agencies and one-stop partners relating to improving coordination of services to youth.
- D. Reviewing the performance reports relating to youth services and considering recommendations based upon the reported performance.
- E. Working with other community partners to solicit grant opportunities as a means of increasing overall youth workforce development services.

Section 7.8 – Finance and Audit Committee Membership, Duties and Responsibilities

The Finance Committee shall be chaired by the Secretary/Treasurer. The Finance Committee's general responsibilities shall include, but not be limited to:

- A. Providing oversight of the fiscal affairs of the Corporation to ensure fiscal integrity and accountability of all funds.
- B. Reviewing and recommending for Board approval the CSNCF annual planning budget. The annual planning budget shall be based upon the planning numbers provided by DEO and shall include all non-federal revenues and discretionary grants.
- C. Reviewing and recommending for Board approval all modifications to the budget.
- D. Reviewing and recommending for Board approval the annual IRS Form 990 submission.
- E. Reviewing and recommending for Board approval the selection of an audit firm, if it is not Alachua County's audit firm, which shall be responsible for performing the annual financial audit.
- F. Review of the annual Audit Report which shall first be presented to the Finance and Audit Committee and then to the full Board for approval.
- G. Reviewing all internal and external monitoring reports including corrective action as required by findings or observations, if any.
- H. Reviewing and recommending for Board approval the acceptance of donations.

Section 7.9 – The Ad Hoc Nominating Committee Membership, Duties and Responsibilities

The Board Chair shall appoint the Chair and members of the Nominating Committee from among the membership of the Board. This committee shall consist of no less than three (3) and no more than five (5) members.

The Nominating Committee's general responsibilities shall include, but not be limited to:

- A. Meeting prior to the Board's Annual Meeting to identify and select a slate of Officers to be presented to the Board at the Annual Meeting.
- B. Reviewing Board members' attendance, participation, and length of service in developing a slate of Officers.
- C. Presenting a slate of Officers to the Board at the Annual Board meeting. Prior to voting on the slate of Officers nominations shall be accepted from the floor.

ARTICLE VIII

MEETINGS

Section 8.1 – Meeting Frequency, Location, Notices, Minutes, Participation and Parliamentary Procedures

- A. The Board and Committees of the Board shall meet on a regularly scheduled basis as deemed necessary and appropriate to carry out the responsibilities of the Board or Committee. A calendar of the meetings shall be presented to the Board each year at its annual meeting. The Executive Committee shall meet in the week preceding that of the Board Meeting.
- B. Meetings of the Board and Committees of the Board shall be held at locations determined by the CSNCF CEO.
- C. The CSNCFL CEO or their designee shall publish notices of all Board and Committee meetings in accordance with Florida law and shall posting on the CSNCFL website and shall send notice of meetings and the Agenda via email or any other electronic means, at least five (5) calendar days in advance of the Board meetings and three (3) days in advance of a Committee meeting. These notices shall contain the meeting date, time, location, and identify the agenda items.
- D. Special meetings of the Board or Executive Committee may be called at any time by the Board Chair. Notice of special meetings shall be posted three (3) calendar days in advance. These notices shall contain the meeting date, time, location, and identify the purpose of the meeting.
- E. The public shall be informed of all meetings of the Board and Committees of the Board through notices which shall state the meeting date, time, location and purpose.
- F. Written minutes shall be kept of all Board and Committee meetings. Written minutes shall be reviewed and approved at the next Board or Committee meeting as appropriate. The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. Minutes shall be kept on file by the at the CSNCFL administrative office as the record of the official actions of the Board or Committee and shall be posted on the CSNCFL website.
- G. All Board and Committee meetings shall be conducted in accordance with the “sunshine provision” of WIOA and Florida’s Government-in-the-Sunshine Act. Conducting business in an open manner includes but is not limited to meetings open to the public, posting of the LWDB 9 By-Laws, publicly noticing all Board and Committee meetings, and posting of all Board and Committee meeting minutes.
- H. The Board may allow members to participate in Board and Committee meetings by the use of technology, such as telephone and web-based meetings, to promote member

participation, provided that same access be made available to the public and it allows all persons participating in the meeting to hear each other.

Section 8.2 – Participation in Meetings

Participation in Board and Executive Committee meetings shall be limited to members of the Board, Committees of the Board and staff. A time shall be set on the agenda for the receipt of public comment to allow input or comment from any member of the public.

Section 8.3 – Parliamentary Procedures

When parliamentary procedures are not covered by these By-laws, Robert's Rules of Order, as revised, shall prevail.

ARTICLE IX **QUORUM, VOTING, CONFLICT OF INTEREST,** **AND RELATED PARTY CONTRACTS**

Section 9.1 – Quorum

A quorum is required to conduct official business of the Board and Committees of the Board.

- A. A quorum of the Board shall consist of fifty percent (50%) of the actual appointed Board membership.
- B. No quorum shall be required for meetings of Committees however at least three (3) members must be present including the chair in order to conduct business.
- C. Board and Committee members participating by the use of technology, such as telephone and web-based meetings, will be included as part of the quorum as a quorum does not have to be physically present to conduct business.

Section 9.2 – Voting

- A. Any action that may be taken by the Board or a Committee shall be considered the act of the Board or Committee only if the action is taken by an affirmative vote of the majority of the members in attendance at a meeting where a quorum has been established if required.
- B. Each member of the Board or Committee shall have one (1) vote when present at a Board or Committee meeting, whether attending in person or by telephone or other type of communication technology.

- C. After consideration of the flexibility allowed by WIOA it has been determined that members may not vote by proxy as members may attend meetings virtually, via Zoom, meeting software program and by phone further members who do not attend meetings are subject to removal as provided herein. Neither Board nor Committee members may delegate his or her voting power to a representative, to enable a vote in absence, regardless of whether the representative is another Board or Committee member.
- D. Voting privileges of non-Board members selected to serve on a Committee are limited to that Committee.
- E. A member of the Board or Committee, who is present, either in person or by telephone or other type of communication technology, at a meeting of the Board or Committee at which action on any matter is taken shall vote on all said actions or matters. Every vote shall be declared and entered in the minutes of the meeting except as provided below in the case of conflict of interest.
- F. A Board member acting as presiding Officer at a meeting of the Board or a Committee shall be entitled to vote on the same basis as if not acting as the presiding Officer.

Section 9.3 – Conflict of Interest

When an issue presents a possible or perceived conflict of interest to a Board or Committee member, said member shall disclose the conflict of interest, abstain from voting, and refrain from participating in any discussion with respect to that issue. A conflict of interest is any matter which has a direct bearing on services to be provided by that member or any entity which such member represents, or any matter which would financially benefit such member or any entity such member represents.

Section 9.4 – Related Party Contracts

Related party contracts shall require a two-third (2/3rd) affirmative vote of the quorum in attendance at the Board meeting and shall be reported to DEO in accordance with their policy. A related party contract is any contract made between CSNCFL and Board members or an entity which that Board member represents. Related party contracts, for other than training, are prohibited.

ARTICLE X AMENDMENTS

Section 10.1 – Amendments

These By-laws may be amended or replaced only with Council approval. The Board may initiate or support this process by providing recommendations for amendment or replacement for Council consideration and approval.

Section 10.2 – Recommendations for Amendments

The Board may recommend to the Council these By-laws be amended or replaced by an affirmative vote of two-third (2/3rd) of the membership of the Board, after notice, which shall specify or summarize the changes proposed to be made. Such notice shall be made no less than five (5) calendar days prior to the meeting at which such amendment or replacement is considered.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1 – General Provisions

Nothing in these By-laws shall be construed to take precedence over federal, state or local laws or regulations, or to constrain the rights or obligations or the units of government of the local elected officials party to the Interlocal Agreement.

ARTICLE XII **INDEMNIFICATION**

Section 12.1 – Indemnification of Board Members

The LWDB 9 shall indemnify any Board Officer, Board member, or staff person, or former Board Officer, Board member, or staff person, for expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a Board Officer, Board member, or staff person, except in relation to matters in which he or she was adjudicated, in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his or her duties.

Section 12.2 – Rights to Indemnification

The right to indemnification under this Article is only available to the extent that the power to indemnify is lawful and to the extent that the person to be indemnified is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

Section 12.3 – Indemnification Insurance

CSNCFL shall purchase and maintain insurance sufficient to meet this Article's indemnification requirements.

ARTICLE XIII
FISCAL YEAR

Section 13.1 - Fiscal Year

The fiscal year of LWDB 9 shall be October 1st through September 30th.

ARTICLE XIV
DISSOLUTION

Section 14 .1 - Dissolution

Upon the dissolution of the North Central Florida Workforce Development Board, Inc., the Officers shall, after paying or making provision for the payment of all the liabilities of the North Central Florida Workforce Development Board, Inc., dispose of the remaining assets of the board by returning them to the U.S. Department of Labor, the state designee, the governmental units of the workforce development area or, if the U.S. Department of Labor and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purpose organizations which at the time qualify as a Section 501(c)3 non-profit organization under the Internal Revenue Code.

ARTICLE XV
ENACTMENT PROVISION

Section 15.1 - Enactment Provision

Pursuant to 20 C.F.R. 679.310(9), these By-laws shall become effective upon approval by the Council.

These amended By-Laws were adopted as of this 30th day of November.

OFFICIAL SIGNATURE



Chief Executive Officer



Process for Appointment

While the interlocal agreement between the counties assigns the appointment of local board members to the elected officials it does not specify the nomination process. To be in compliance with this requirement, which is now also specified as a requirement in the Master Agreement between DEO and CSNCFL below, is a recommended process for consideration. It incorporates elements similar to those employed in other areas.

1. The NCFWDB Chair or the DCWDC Chair appoints an Ad Hoc Nominations Committee of NCFWDB and/or DCWDC members.
2. For Private Sector Vacancies the CSNCFL Executive Director prepares a spreadsheet, based on the targeted occupations in-demand list (TOL) showing which occupations, sectors or emerging industries are not represented on the NCFWDB.
 - a. The spreadsheet is circulated to the DCWDC, the NCFWDB, the Chambers and Business Associations for recommendations of individuals representing those TOL areas.
 - b. Names are submitted by those organizations to the CSNCFL Executive Director who inserts them into the spread sheet.
 - c. The CSNCFL Director identifies any known conflicts that proposed nominees may have and notes it on the spread sheet.
 - d. The spreadsheet with the names, job titles, employer, occupational area, demographics and any notes, is submitted to the Ad Hoc Nominations Committee.
3. For non-private sector vacancies, the CSNCFL Director approaches organizations representing the targeted populations to be served under WIOA avoiding those entities which may have a conflict of interest. The names are placed on the spread sheet along with the individuals' job title, employer, category of membership, demographics and any known conflicts.
4. The spreadsheet with the names organized by TOL for the private sector nominees and by nominating organization for the non-private sector nominees is submitted to the Ad Hoc Nominations Committee.



5. A publicly noticed meeting of the Ad Hoc Nominations Committee is held. The Committee reviews the names submitted and identifies 2 names, if possible, for every vacancy. In making the recommendation the Committee shall take into consideration members who will represent the composition of the population within the dual county area.
6. The Ad Hoc Nominations Committee shall avoid recommending the appointment of members who will have recurring conflicts of interest.
7. The CSNCFL Executive Director calls the individuals to assure they are willing to serve on the board.
8. The CSNCFL Executive Director submits the private sector names to a business organization so they may be nominated per WIOA and obtains written nominations from the organizations representing the non-private sector members.
9. The prospective names are then submitted to the DCWDC for appointment. Following the appointments assigned by the inter-local agreement, the additional members in excess of 19 members shall be appointed by the DCWDC by a simple majority vote at a publicly noticed meeting.
10. Once appointed to the NCFWDB, members can be reappointed without needing to be re-nominated, but their names will need to be resubmitted to the DCWDC for reappointment.
11. Often, By-Laws provide that members continue to serve, even if their terms expire until a successor is appointed or they resign so that the board does not fall out of compliance. This is not currently the case with our By-Laws. We can pursue this amendment to the By-Laws in the future.
12. When individuals are appointed to an existing vacancy they will assume the term of the vacated seat. New appointments shall be appointed to staggered terms.
13. Regardless of the appointment process, all members of the NCFWDB serve at the pleasure of the DCWDC, which may remove members at any time, with or without cause.

Santa Fe College
2-20 General Lines/ Property and Casualty License Preparation
Automotive Service Management Technology, A.A.S.
Automotive Service Technology C.T.C
Early Childhood Education A.d.-A
Emergency Med Technician, C.C.C.
Front-End Web Developer
Health Information Technology
Health Services Management-A
Nursing-A
Revenue Cycle Management - Medical Coder Biller
North Florida Technical College
Commercial Vehicle Driving - CDL
Nursing Assistant (Long-Term Care)
Practical Nursing
IWI - Youth build
Intro to Workplace Safety & Construction
Penn Foster High School Program
Galen College of Nursing
Practical Nursing Program, 4-Quarter Option
Associate Degree in Nursing Program, LPN/ LVN to ADN Bridge Option
Florida School of Massage
Massage & Hydrotherapy
HAECO Airframe Services LLC
Aircraft Maintenance Technician (Interiors Mechanic)
Aircraft Maintenance Technician (Structures Mechanic)
Florida Gateway College
LPN-RN Bridge: Traditional Full Time
Practical Nursing - LPN
Registered Nursing - RN

2024-2025 Internal Control Questionnaire and Assessment

**Bureau of Financial Monitoring and Accountability
Florida Department of Commerce**

September 4, 2024

FLORIDACOMMERCE

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
www.floridajobs.org

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OVERVIEW

Introduction and Purpose

The Internal Control Questionnaire and Assessment (ICQ) was developed by the Florida Department of Commerce (FloridaCommerce), Bureau of Financial Monitoring and Accountability, as a self-assessment tool to help evaluate whether a system of sound internal control exists within the Local Workforce Development Board (LWDB). An effective system of internal control provides reasonable assurance that management's goals are being properly pursued. Each LWDB's management team sets the tone and has ultimate responsibility for a strong system of internal control.

The self-assessment ratings and responses should reflect the controls in place or identify areas where additional or compensating controls could be enhanced. When the questionnaire and the certification are complete, LWDBs submit them to FloridaCommerce by uploading to SharePoint.

Definition and Objectives of Internal Control

Internal control is a process, effected by an entity's board of directors, management, and other personnel, designed to provide "reasonable assurance" regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations

The concept of reasonable assurance implies the internal control system for any entity will offer a reasonable level of assurance that operating objectives can be achieved.

Need for Internal Control

Internal control helps to ensure the direction, policies, procedures, and practices designed and approved by management and the governing board are put in place and are functioning as designed/desired. Internal control should be designed to achieve the objectives and adequately safeguard assets from loss or unauthorized use or disposition, and to provide assurance that assets are used solely for authorized purposes in compliance with federal and state laws, regulations, and program compliance requirements. Additionally, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, § 200.303 Internal controls, states:

The non-federal entity must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with Federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statutes, regulations, and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive, or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

What Internal Control Cannot Do

As important as an internal control system is to an organization, an effective system will not guarantee an organization's success. Effective internal control can keep the right people, such as management and the governing board members, informed about the organization's operations and progress toward goals and objectives. However, this control cannot protect against economic downturns or make an understaffed entity operate at full capacity. Internal control can only provide reasonable, but not absolute, assurance the entity's objectives can be met. Due to limitations inherent to all internal control systems, breakdowns in the internal control system may be caused by a simple error or mistake, or by faulty judgments made at any level of management. In addition, control may be circumvented by collusion or by management override. The design of the internal control system is dependent upon the resources available, which means there must be a cost-benefit analysis performed as part of designing the internal control system.

Five Components of Internal Control

- **Control Environment** – is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. The board of directors and senior

management establish the tone at the top regarding the importance of internal control and expected standards of conduct.

- **Risk Assessment** – involves a dynamic and iterative process for identifying and analyzing risks to achieving the entity’s objectives, forming a basis for determining how risks should be managed. Management considers possible changes in the external environment and within its own business model that may impede its ability to achieve objectives.
- **Control Activities** – are the actions established by policies and procedures to help ensure that management directives mitigate risks so the achievement of objectives are carried out. Control activities are performed at all levels of the entity and at various stages within business processes, and over the technology environment.
- **Information and Communication** – are necessary for the entity to carry out internal control responsibilities in support of achieving its objectives. Communication occurs both internally and externally and provides the organization with the information needed to carry out day-to-day internal control activities. Communication enables personnel to understand internal control responsibilities and their importance to the achievement of objectives.
- **Monitoring** – are ongoing evaluations, separate evaluations, or some combination of the two used to ascertain whether the components of internal controls, including controls to affect the principles within each component, are present and functioning. Findings are evaluated and deficiencies are communicated in a timely manner, with serious matters reported to senior management and to the board of directors.

Makeup of the ICQ

Subsequent sections of this document emphasize the “17 Principles” of internal control developed by the COSO and presented in the Internal Controls – Integrated Framework. The five components of internal control listed above are fundamentally the same as the five standards of internal control and reflect the same concepts as the “Standards for Internal Control in the Federal Government.”

The principles are reflected in groupings of questions related to major areas of control focus within the organization. Each question represents an element or characteristic of control that is or can be used to promote the assurance that operations are executed as management intended.

It should be noted that entities may have adequate internal control even though some or all of the listed characteristics are not present. Entities could have other appropriate internal control operating effectively that are not included here. The entity will need to exercise judgment in determining the most appropriate

and cost-effective internal control in any given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.

Completing the Questionnaire

On a scale of 1 to 5, with “1” indicating the area of greatest need for improvements in internal control and “5” indicating that a very strong internal control exists, select the number that best describes your current operating environment. Please provide details in the comments/explanations column for each statement with a score of 1 or 2. **For questions requiring a narrative, please provide in the comments/explanations column.**

Certification of Self-Assessment of Internal Controls

Attachment A includes a certification which should be completed and signed by the LWDB Executive Director, then reviewed, and signed by the LWDB Chair or their designee, and uploaded to SharePoint.

CONTROL ENVIRONMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 1. The organization demonstrates a commitment to integrity and ethical values.							
1.	The LWDB's management and board of directors' commitment to integrity and ethical behavior is consistently and effectively communicated throughout the LWDB, both in words and deeds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	The LWDB has a code of conduct and/or ethics policy that is periodically updated and has been communicated to all staff, board members, and contracted service providers. Provide the date of the last code of conduct/ethics policy update. How was this update communicated to all staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	When the LWDB hires employees from outside of the organization the person is trained or made aware of the importance of high ethical standards and sound internal control. How is ethics training provided to new staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	The LWDB management has processes in place to evaluate the performance of staff and contracted service providers against the expected standards of conduct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 2. The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal controls.							
5.	The board of directors define, maintain, and periodically evaluate the skills and expertise needed among its members to enable them to question and scrutinize management's activities and present alternate views, and act when faced with obvious or suspected wrongdoing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	The board of directors oversees the LWDB's design, implementation, and operation of the organizational structure so the board of directors can fulfill its responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	The board of directors and/or audit committee maintains a direct line of communication with the LDWB's external auditors and internal monitors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	The board of directors establishes the expectations and evaluates the performance of the chief executive officer or equivalent role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 3. Management establishes, with LDWB oversight, organizational structure, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.							
9.	Management periodically reviews and modifies the organizational structure of the LWDB in light of anticipated changing conditions or revised priorities. Please provide the date of last review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Specific lines of authority and responsibility are established to ensure compliance with federal and state laws and regulations and a proper segregation of duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	The LWDB management maintains documentation of controls, including changes to controls, to meet operational needs and retain organizational knowledge.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 4. The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.							
12.	The LWDB's recruitment processes are centered on competencies necessary for success in the proposed role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	The LWDB provides training opportunities or continuing education to develop and retain sufficient and competent personnel. Training includes a focus on managing awards in compliance with federal and state statutes, regulations, and the terms and conditions of the award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	The LWDB has succession plans for senior management positions and contingency plans for assignments of responsibilities important for internal control. Describe the succession and/or contingency planning for senior management positions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 5. The organization evaluates performance and holds individuals accountable for their internal control responsibilities in the pursuit of objectives.							
15.	Job descriptions include appropriate knowledge and skill requirements for all employees. Components of performance expectations are consistent with federal and state requirements applicable to each position. For all employees, the LWDB regularly evaluates performance and shares the results with the employee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

16.	The LWDB has mechanisms in place to ensure that all required information is timely published to the LWDB's website in a manner easily accessed by the public in compliance with laws, regulations, and provisions of grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	The LWDB's management structure and tone at the top helps establish and enforce individual accountability for performance of internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	The LWDB has policies, processes, and controls in place to evaluate performance and promote accountability of contracted service providers (and other business partners) and their internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RISK ASSESSMENT

RISK ASSESSMENT		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
Principle 6. The organization defines objectives clearly to enable the identification of risks and define risks tolerances.							
19.	Management establishes a materiality threshold for each of its major objectives and identifies risk at each location where the LWDB conducts activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Management uses operational objectives as a basis for allocating the resources needed to achieve desired operational and financial performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	The LWDB sets entity-wide financial reporting controls and assesses the risks that those controls will not prevent material misstatements, errors, or omissions in the financial statements. Financial reporting controls are consistent with the requirements of federal awards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 7. The organization identifies risks to the achievement of its objectives across the organization and analyzes risks as a basis for determining how the risks should be managed.							
22.	Management ensures that risk identification and analysis consider internal and external factors and their potential impact on the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RISK ASSESSMENT

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
23.	The LWDB adequately and effectively manages risks to the organization and has designed internal controls in order to mitigate the known risks. What new controls, if any, have been implemented since the prior year and which organizational risks do they mitigate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	The LWDB's risk identification/assessment is broad and includes both internal and external business partners and contracted service providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 8. The organization considers the potential for fraud in assessing risks to the achievement of objectives.							
25.	The LWDB periodically performs an assessment of each of its operating locations' exposure to fraudulent activity and how the operations could be impacted. When was the last assessment performed on each operating location to identify any fraudulent activity? What is the assessment frequency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	<p>The LWDB's assessment of fraud risks considers opportunities for:</p> <ul style="list-style-type: none"> • unauthorized acquisition, use and disposal of assets; • altering accounting and reporting records; • corruption such as bribery or other illegal acts; and • other forms of misconduct, such as waste and abuse. <p>Provide a narrative of the system/process for safeguarding cash on hand, such as prepaid program items (i.e. gas cards, Visa cards) against unauthorized use/distribution.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 9. The organization identifies, assesses, and responds to changes that could significantly impact the system of internal control.							
27.	The LWDB has mechanisms in place to identify and react to significant changes presented by internal conditions including the LWDB’s programs or activities, oversight structure, organizational structure, personnel, and technology that could affect the achievement of objectives. Describe the mechanisms in place to identify and react to significant changes presented by internal conditions, such as what type of event or condition activates the review mechanism.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	The LWDB has mechanisms in place to identify and react to significant changes presented by external conditions including governmental, economic, technological, legal, regulatory, and physical environments that could affect the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Considering significant changes affecting the LWDB, existing controls have been identified and revised to mitigate risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTROL ACTIVITIES

						Self-Assessment of Policies, Procedures, and Processes	Comments/Explanations
						Weak Strong	
						1 2 3 4 5	
Principle 10. The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.							
30.	The LWDB has a written business continuity plan which includes contingencies for business processes, assets, human resources, and business partners, and is periodically evaluated and updated to ensure continuity of operations to achieve program objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Controls employed by the LWDB include authorizations, approvals, comparisons, physical counts, reconciliations, supervisory controls, and ensure allowable use of funds. What type of training is provided to program and administration staff to ensure the allowable use of grant funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 11. The organization selects and develops general control activities over technology to support the achievement of objectives.							
32.	The LWDB periodically (e.g., quarterly, semiannually) reviews system privileges and access controls to the different applications and databases within the IT infrastructure to determine whether system privileges and access controls are appropriate. How frequently (quarterly, semiannually, etc.) are system privileges reviewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Management selects and develops control activities that are designed and implemented to restrict technology access rights to authorized users commensurate with their job responsibilities and to protect the organization's assets from external threats.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Management has identified the appropriate technology controls that address the risks of using applications hosted by third parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	The LWDB has considered the protection of personally identifiable information (PII), as defined in section 501.171(1)(g)1, F.S., of its employees, participants/clients and vendors, and have designed and implemented policies that mitigate the associated risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	The LWDB has established organizational processes and procedures to address cybersecurity risks to its critical information infrastructure. (Reference: National Institute of Standards and Technology (NIST) Cybersecurity Framework) What measures are being taken to address the risk of cybersecurity in the organization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 12. The organization deploys control activities through policies that establish what is expected and procedures that put policies into action.							
37.	The LWDB has policies and procedures addressing proper segregation of duties between the authorization, custody, and recordkeeping for the following tasks, if applicable: Prepaid Program Items (Participant Support Costs), Cash/Receivables, Equipment, Payables/Disbursements, Procurement/Contracting, and Payroll/Human Resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	The LWDB has written procedures that minimize the time elapsing between the receipt of advanced funds and disbursement of funds as required by 2 CFR 200.305(b)(1).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39.	The LWDB has processes to ensure the timely submission of required reporting (i.e., financial reports, performance reports, audit reports, internal monitoring reviews, or timely resolution of audit findings).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
40.	The LWDB has a records retention policy and has implemented internal controls to ensure all records are retained, safeguarded, and accessible, demonstrating compliance with laws, regulations, and provisions of contracts and grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
41.	The LWDB periodically reviews policies, procedures, and related control activities for continued relevance and effectiveness. Changes may occur in personnel, operational processes, information technology, or governmental regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INFORMATION AND COMMUNICATION

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
Principle 13. The organization obtains or generates and uses relevant, quality information to support the functioning of internal control.							
42.	Federal, state, or grant program rules or regulations are reviewed by one or more of the following: governing board, audit, finance, or other type committee. How often are these reviewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43.	The LWDB considers both internal and external sources of data when identifying relevant information to use in the operation of internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44.	The LWDB has controls in place to ensure costs are accurately recorded and allocated to the benefiting federal/state fund or grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 14. The organization internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.							
45.	Communication exists between personnel, management, and the board of directors so that quality information is obtained to help management achieve the LWDB's objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46.	There is a process to quickly disseminate critical information throughout the LWDB when necessary. Provide a description of the dissemination process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47.	Management has a process for the development, approval and implementation of policy updates and communicates those updates to staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 15. The organization communicates with external parties regarding matters affecting the functioning of internal controls.							
48.	The LWDB has a means for anyone to report suspected improprieties regarding fraud; errors in financial reporting, procurement, and contracting; improper use or disposition of equipment; and misrepresentation or false statements. Describe the process of how someone could report improprieties. Who receives/processes/investigates, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
49.	The LWDB has processes in place to communicate relevant and timely information to external parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50.	The LWDB has processes in place to communicate the results of reports provided by the following external parties: Independent Auditor, FloridaCommerce Bureau of Financial Monitoring and Accountability, FloridaCommerce Bureau of One-Stop and Program Support, FloridaCommerce Office of Inspector General, Florida Auditor General, and federal awarding agencies (U.S. Department of Labor, U.S. Department of Health and Human Services, and U.S. Department of Agriculture to the Board of Directors).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MONITORING ACTIVITIES

MONITORING ACTIVITIES						Self-Assessment of Policies, Procedures, and Processes					
						Weak		Strong			Comments/Explanations
						1	2	3	4	5	
Principle 16. The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal controls are present and functioning.											
51.	The LWDB periodically evaluates its business processes such as cash management, comparison of budget to actual results, repayment or reprogramming of interest earnings, draw down of funds, procurement, and contracting activities. Describe the process of how funding decisions are determined. What are the criteria, who initiates/approves, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

MONITORING ACTIVITIES

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
52.	The LWDB considers the level of staffing, training and skills of people performing the monitoring given the environment and monitoring activities which include observations, inquiries, and inspection of source documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53.	LWDB management periodically visits all career center locations in its local area (including subrecipients) to ensure the policies and procedures are being followed and functioning as intended. When was the most recent visit performed, by whom, and who were the results communicated to?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 17. The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.							
54.	The LWDB management takes adequate and timely actions to correct deficiencies identified by the external auditors, financial and programmatic monitoring, or internal reviews.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55.	The LWDB monitors all subrecipients to ensure that federal funds provided are expended only for allowable activities, goods, and services and communicates the monitoring results to the board of directors. Are subrecipient monitoring activities outsourced to a third party? If so, provide the name of the party that performs the subrecipient monitoring activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT A

Florida Department of Commerce Certification of Self-Assessment of Internal Controls

Local Workforce Development Board Number: _____

To be completed by the Executive Director:

A self-assessment of internal control has been conducted for the 2024-2025 fiscal monitoring period. As part of this self-assessment, the Internal Control Questionnaire developed by the Florida Department of Commerce has been completed and is available for review.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

To be completed by the Board Chairperson or their designee:

I have reviewed the self-assessment of internal control that was conducted for the 2024-2025 fiscal monitoring period.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please scan and upload to SharePoint an executed copy of this certification on or before **October 4, 2024**.

Cleaning Recommendation for RFQ

CSNCFL has been seeking quotes for janitorial services for all CSNCFL locations. CSNCFL posted an RFQ to contract with one firm that will address the sanitation needs of the building(s) which are summarized in the Application Response Document. The locations requiring cleaning services are Gainesville, Lake City and Starke locations, as the Old Town office is included in the Lease Agreement for that location.

CSNCFL staff reviewed three (3) quotes for cleaning services. Once reviewed, staff has ranked and suggests City Wide Facility Solutions. City Wide Facility Solutions is currently providing cleaning services and CSNCFL finds the services above average as the locations are clean and fresh which provides an optimal environment for working with businesses and potential employees.

1. City Wide Facility Solutions– cost per year \$57,600
2. Pro-Care Janitorial Services - cost per year \$201,415.56
3. JW Maintenance & Janitorial Services- cost per year \$96,900.00

We are recommending to contract with City Wide Facility Solutions.

**BARKLEY SECURITY AGENCY, INC.
SECURITY CONTRACT**

THIS AGREEMENT dated as of this 20th day of May, 2022, by and between CareerSource North Central Florida located at 11112 N Main Street, Gainesville, FL 32601, ("Owner") and Barkley Security Agency, Inc. ("Contractor") located at 18229 Memorial Blue Star Highway, Quincy, Florida a Florida Corporation, FIEN 59-3181084

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 -ENGAGEMENT OF THE CONTRACTOR

- (A) The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform unarmed security guard functions as outlined by the AGENCY, the CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.
- (B) The CONTRACTOR agrees to provide unarmed security officers who possess an active Class D license for the AGENCY.

ARTICLE 2. SCOPE OF SERVICE

The CONTRACTOR agrees, under the direct supervision of the AGENCY to provide unarmed services under the conditions set forth in the contract and in the SPECIFICATIONS as set forth by the AGENCY.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for **ONE YEAR ending September 30, 2023**, and can be renewed upon mutual agreement at the end of the year. This agreement may be cancelled by Owner or Contractor at any time upon thirty (30) days prior written notice.

ARTICLE 4. COMPENSATION

The AGENCY shall be billed monthly at \$20.55 per guard hour. Each guard will be paid \$15.00 per guard hour which is in accordance with the living wage of the Alachua County Government. (See Exhibit A)

It is solely at the discretion of the AGENCY to increase locations or hours at the same rate of pay of \$20.55 per guard hour.

ARTICLE 5. CONTRACTOR'S RESPONSIBILITIES

Contractor will perform security services at the Property according to the conditions and specifications set forth below:

- A. CONTRACTOR shall provide a qualified security guard **Monday – Friday, starting June 20, 2022.**
- B. CONTRACTOR'S security guards shall perform security duties as specified by the AGENCY and BSA.
- C. Security shall provide full reports of patrol activities/special incidents which shall be delivered to AGENCY upon its request.
- D. While on duty Security personnel shall wear full uniform. All uniforms shall be neat and clean at all times.
- E. CONTRACTOR will be responsible for assuring that its employees are ready to work at the beginning of their respective shifts with all necessary equipment and for assuring that they will remain at their location.

ARTICLE 6. CONTRACTOR'S EMPLOYEES

All matters pertaining to the employment, supervision, compensation, promotion and discharge of employees are the sole responsibility of CONTRACTOR.

Article 7. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender or national origin in the performance of work.

Article 8 – CONTRACTOR'S INSURANCE:

At all times during the term hereof, CONTRACTOR shall carry public liability, worker compensation and property insurance with limits of not less than \$1,000,000 per-occurrence.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 20th day of May, 2022..

Barkley Security Agency, Inc.

By: Lomar C. Barkley
Lomar C. Barkley, Vice President

CareerSource

By: Phillip Gentry
Representative

Exhibit A

Alachua County Minimum Wage. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessity of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits, \$17.00 per hour without health benefits amounting to at least \$2.00 per hour.

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

**AMENDMENT NO. 001
TO
BARKLEY SECURITY AGENCY, INC.
SECURITY CONTRACT**

THIS IS AMENDMENT NO. 001 to the Agreement entered into on the 20th day of May 2022, between CareerSource North Central Florida located at 1112 N. Main Street, Gainesville, Florida 32601, ("Agency") and Barkley Security Agency, Inc. ("Contractor") located at 18229 Memorial Blue Star Highway, Quincy, Florida, a Florida Corporation, FEIN 59-3181084, to take effect on September 30, 2023.

RECITALS

WHEREAS, the parties wish to amend the Agreement, entered into, on May 20, 2022 to extend the Agreement Term through September 30, 2024,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. Article 3. Term of Agreement, is amended to extend the Term of the Agreement from September 30, 2023 to September 30, 2024.
2. Article 4, Compensation is amended to add the underscored language as follows:

The Agency shall be billed monthly at \$20.55 per hour. Each guard will be paid \$15.00 per guard per hour which is in accordance with the living wage of the Alachua County Government. (See Exhibit A). The maximum annual amount to be billed for the Gainesville career center shall not exceed \$45,000 and the maximum annual amount billed for the Starke career center shall not exceed \$45,000 for a total annual amount to be billed not to exceed \$90,000. Except that it is solely at the discretion of the Agency to increase locations or hours at the same rate of pay of \$20.55 per guard hour upon notice to Contractor.

3. All provisions of the Barkley Security Agency, Inc. Security Contract, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. This Amendment and all its attachments are made a part of the Barkley Security Agency, Inc. Security Contract
5. The effective date of this Amendment shall be the date on which it has been signed by both parties.

IN WITNESS whereof, the parties have executed this Amendment on the dates appearing below their respective signatures.

CAREERSOURCE NORTH CENTRAL FLORIDA

BARKLEY SECURITY INC.

Signature: Phyllis Marty

Digitally signed by Phyllis
Marty
Date: 2023.10.05 09:44:58
-04'00'

Signature: Loma C. Barkley

ATTEST

Kara Davis

ATTEST

Shanunda S. Bogan



Software Support, Maintenance and Updates Agreement Amendment No. 004

THIS SOFTWARE SUPPORT AGREEMENT AMENDMENT No. 001 (the "Amendment") dated this 1st day of October 2024 (the "Execution Date")

BETWEEN:

Ryman, Inc. DBA: Complete Technology Solutions
(the "Vendor")

OF THE FIRST PART

AND

CareerSource North Central Florida
(the "Licensee")

WHEREAS, the parties entered into the Software Support, Maintenance, Cloud Hosting and Updates Agreement and ATLAS Employer Portal on the 1st day of July, 2022 and now desire to amend the Agreement through Amendment No. 004.

Term

1. This Amendment shall serve to extend the Software Support, Maintenance, and updates agreement to June 30th, 2025 (Q2-Q4).

Services

1. This Amendment shall reflect increase in additional staff users for ATLAS CORE bundle (ATLAS CORE Bundled Module includes ATLAS Assignments, Audit Interface, Case Management, Customer Dashboard, Programs/Forms Builder, E-Courses, Events, E-Signature, Flags, Forms Report, Locations, Staff Forms, Staff Positions, System Alerts, Reports and Workflows. ATLAS Document Storage and ATLAS Kiosk Software), cloud hosting fees and Employer Portal.

Compensation

1. This Amendment reflects the modified service and costs to the original contact:
Based on changes in services and compensation outlined above, the amendment will be billed at:

ATLAS CORE, Cloud Hosting Fees & Employer Portal Q2-Q4 (Oct- June)	\$53,520.57 Q2-Q4 (Mo.\$5,946.73)
---	--

ANY PROVISION OF THE SOFTWARE SUPPORT AGREEMENT THAT IS NOT SPECIFICALLY IDENTIFIED IN THIS AMENDMENT SHALL REMAIN IN FULL FORCE AND EFFECT, AND IT IS THE SPECIFIC INTENT OF THE PARTIES TO ABIDE BY ALL UNMODIFIED PROVISIONS OF THE SOFTWARE SUPPORT AGREEMENT.

IN WITNESS whereof, the parties have executed this Amendment on the dates appearing below their respective signatures.

CareerSource North Central Florida

Licensee Name: CareerSource North Central Florida

Signature: _____

Name of Licensee's Agent: Phyllis Marty

Title: Executive Director

Date: _____

RYMAN, INC D/B/A
COMPLETE TECHNOLOGY SOLUTIONS

Ryman, Inc.

Complete Technology Solutions

Vendor Name: _____

Signature: _____

Name of Vendor's Agent: Maurice Ryman

Title: VP of Workforce Development
Initiatives

Date: _____

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

TAYLOR HALL MILLER PARKER, P.A.

FOR

PROGRAM AND FISCAL MONITORING SERVICES

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI#	596000501	
FEDERAL AWARD IDENTIFICATION (FAIN)#	AA-38523-22A-12	
TOTAL FEDERAL AWARD	\$3,286,368.00	
FEDERAL AWARDDING AGENCY	USDOL, USHHS	
ALN (Formerly CFDA) #	TANF	93.558
	WIOA Adult	17.258
	WIOA DW	17.278
	SNAP	17.207
	WP	10.561
	LVER	17.801
	UC	17.225
PASS THROUGH AGENCY	FL Department of Commerce	
CONTRACT OFFICER	Phyllis Marty	
CONTACT INFORMATION	pmarty@careersourcencfl.com 1112 North Main Street, Gainesville, FL 32601 352-681-3320	

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$50,000
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

CONTRACT NO. 2023 –2024 Vendor -THMP2324

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

TAYLOR HALL MILLER PARKER, P.A.

THIS CONTRACT, 2023 –2024 Vendor –THMP2324 is entered into on 1st day of November , 2023 by and between CareerSource North Central Florida (hereinafter CSNCFL), the administrative entity and fiscal agent for the Dual County Workforce Development Council of Alachua and Bradford Counties (hereinafter DCWDC) and the North Central Florida Workforce Development Board, (hereinafter NCFWDB) having its principal office at 1112 North Main Street, Gainesville, FL 32601 and Taylor Hall Miller Parker, P.A. (hereinafter Contractor) existing under and by virtue of the laws of the State of Florida as a Professional Association, having its principal office at 225 E. Robinson Street, Ste. 455, Orlando, FL 32801.

WHEREAS, CSNCFL has entered into a Contract with the Governor of the State of Florida for grants to implement workforce development programs and serve as the grant recipient and administrative entity; AND

WHEREAS, the elected officials comprising the DCWDC, and the NCFWDB, wish to engage Contractor to provide for program and fiscal monitoring in accordance with the requirements of the Workforce Innovation and Opportunity Act; AND

WHEREAS, CSNCFL has entered into an agreement with the Governor of the State of Florida for grants for the execution and implementation of programs for economically disadvantaged individuals, adults, and dislocated workers; and

WHEREAS, CSNCFL issued a Request for Quotes for Monitoring Services in 2023; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by the CSNCFL governing boards to conduct program and fiscal monitoring of CSNCFL and its service providers; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

PURPOSE

1.1 The purpose of this contract is:

- 1.1.1 To assure compliance with 20 CFR §683.410, 2 CFR 200.327, 200.328, 200.330, 200.331, and 2 CFR part 2900, which requires each sub-recipient of funds under title I of WIOA and under the Wagner-Peyser Act to conduct regular oversight and monitoring of its WIOA and Wagner-Peyser Act program(s) and those of its sub-recipients and contractors in order to assure compliance with the provisions of WIOA and the WIOA regulations and other applicable workforce program laws and regulations.
- 1.1.2 To assure compliance with the requirements of the one-stop partner funding streams and discretionary grant funding streams awarded by Florida Commerce and the US Department of Labor.
- 1.1.3 To assure compliance with the requirements of the Temporary Assistance to Needy Families as implemented in Florida in accordance with the Welfare Transition Program guidelines.

ARTICLE 2

DEFINITIONS

2.1 ALN FORMERLY CFDA NUMBER

Assistance Listing Number. The number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA). The CSNCFL ALN/CFDA numbers are contained in the CSNCFL ledgers.

2.2 MONITORING REPORT

The report prepared by Contractor which identifies CSNCFL and CSNCFL sub-recipients and contractors' compliance with grant program requirements as described in the Office of Management and Budget's Uniform Guidance as applicable, State guidelines, federal grant requirements, statutes, regulations State and federal policy guidance.

2.3 CONTRACTOR

Taylor Hall Miller Parker, P.A.

2.4 CAREERSOURCE NORTH CENTRAL FLORIDA

The Administrative Entity, Grant Recipient and Fiscal Agent for the DCWDC and the NCFWDB also referred to as CSNCFL.

2.5 FEDERAL AWARD

Means federal financial assistance and federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of those contracts. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

2.6 FISCAL YEAR

The CSNCFL fiscal year is October 1 – September 30.

2.7 FLORIDA COMMERCE

Formerly the State of Florida Department of Economic Opportunity

2.8 PROGRAM YEAR

This is the twelve (12) month period encompassing the award of CSNCFL's workforce formula grants and begins July 1 and ends June 30.

2.9 SUB-RECIPIENT

A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. CSNCFL is a sub-recipient and it enters into agreements with other sub-recipients for the delivery of services under its grants.

2.10 UEI

Unique Entity ID

ARTICLE 3

TERM

- 3.1 This Contract shall commence on the date that it is fully executed by both parties and shall terminate on September 30, 2024. This Contract may be renewed by the CSNCFL governing boards for four (4) additional one (1) year periods

October 1, 2024 – September 30, 2025

October 1, 2025 – September 30, 2026 ,

October 1, 2026 – September 30, 2027

October 1, 2027 – September 30, 2028

The period to be monitored under this Contract shall begin on July 1, 2023 and shall end on June 30, 2024. The renewal periods shall cover program operations and expenditures for the CSNCFL program years:

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

July 1, 2026 – June 30, 2027

July 1, 2027 – June 30, 2028

ARTICLE 4

SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

- 4.1.1 In reviewing CSNCFL records, and files, contractor shall assure that their review encompasses appropriate testing of the following funding streams:

- a. Workforce Innovation and Opportunity Act, Title I, Youth, Dislocated Worker and Adult Programs
- b. Wagner-Peyser
- c. Trade Adjustment Assistance/Rapid Response
- d. Special Projects and Local Contracts
- e. Supplemental Nutrition Assistance Program
- f. Welfare Transition Program (WTF)
- g. Re-Employment Services and Eligibility Assessment Program

h. Unemployment Compensation

i. JSVG - Disabled Veterans Programs and Local Veterans Employment and Training Programs

j. Any National Emergency Grants awarded

k. Discretionary grants as may be awarded to CSNCFL during the course of the program year(s).

4.1.2 Contractor shall monitor CSNCFL and its service providers. Contractor shall perform a performance review consisting of agreed upon procedures of CSNCFL and their Service Providers. CSNCFL service providers and contractors are listed on Attachment 1.

a. Each year this contract is in effect Contractor shall request a list of the CSNCFL service providers and contractors, for purposes of including the service providers and contractors in their monitoring and testing.

b. A review of each service provider shall be included at least once each year in a monitoring visit.

c. Prior to each monitoring visit Contractor shall coordinate with CSNCFL Quality Assurance regarding any new service provider contracts entered into since their last visit.

d. Monitoring of CSNCFL will incorporate a review of program management, financial accounting and reporting and automated data systems of CSNCFL including service providers' program data entry.

4.2 THE MONITORING PROTOCOL

4.2.1 Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist CSNCFL and its providers in correcting concerns identified during their review.

4.2.2 Contractor shall be responsible for the development of the monitoring protocol based upon the items to be reviewed. CSNCFL shall have the right to review the tool and upon mutual agreement between CSNCFL and Contractor to amend the protocol. The protocol shall not be considered proprietary.

4.2.3 The monitoring tool developed by Contractor shall be reviewed and updated annually.

- i. The monitoring protocol to be developed and/or updated shall be based upon and incorporate the Florida Commerce Program Monitoring Tools which are updated annually and can be accessed at the Florida Commerce website as well as program and fiscal related items found in any of the CSNCFL monitoring tools being used by CSNCFL Quality Assurance Staff.
- ii. A component of the monitoring protocol shall be a review of previous findings identified during the subsequent monitoring visit and a determination of whether corrective action was taken with respect to the findings identified in the previous report including a review of the documents used to correct any finding.
- iii. The monitoring tool shall incorporate those items tested during the annual audit as it relates to the programs being delivered by CSNCFL.
- iv. The monitoring shall incorporate those items found in the USDOL Core Monitoring Guide which are not included in the Florida Commerce Program Monitoring Tool. The USDOL Core Monitoring Guide can be found at:

[https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide_FINAL_20180816\(R\).pdf](https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide_FINAL_20180816(R).pdf)
- v. The monitoring tool shall include the items listed on Attachment 2 in addition to the items identified in paragraphs a, b, c, and d above.
- vi. Upon request Contractor agrees to provide CSNCFL and their protocol and proposed testing sample amounts/numbers.

4.3 CONDUCT OF THE MONITORING

4.3.1 Contractor shall be provided with hard copies and/or “read only” access to the CSNCFL data systems, and such other electronic access to CSNCFL systems and documents as may be necessary for proposer to conduct the monitoring services described. CSNCFL shall also provide Contractor with electronic access to service provider Contracts and modifications.

4.3.2 Prior to each monitoring visit Contractor shall:

- a. Inform CSNCFL of the documents, books and records and the provider sites to be monitored.
- b. Review and familiarize themselves with the Florida Commerce communiques, guidelines and procedural instructions which can be found on the State of Florida Commerce website.

- c. Assure that staff assigned to monitor CSNCFL is knowledgeable with respect to regulations and cost principles outlined in the Uniform Guidance applicable to CSNCFL's grants.
- d. Assure that staff assigned to monitor CSNCFL is knowledgeable with respect to the federal legislation governing the grants, which are administered by CSNCFL and, which are the subject of the monitoring reviews.
- e. Identify themselves to the CSNCFL designee who shall assist in coordinating visits and making sure all requested records are made available.

4.3.3 Requests for Documents

During the course of the monitoring, Contractor shall make all requests for program, program related financial records and documents in writing, which can be via e-mail, to the CSNCFL Chief Financial Officer in order that CSNCFL can maintain a record of all documents and books examined.

4.3.4 Findings

- a. Prior to the Contractor formally questioning a cost, Contractor shall notify the CSNCFL Chief Executive Officer immediately upon their determination, that a cost may be questioned in the Monitoring Report.
- b. In the event of findings or observations documentation as appropriate substantiating the finding or observation shall be provided to CSNCFL by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable:

4.3.5 Following each monitoring visit Contractor shall conduct an exit conference detailing their findings.

- a. In the event of findings or observations documentation as appropriate substantiating the finding or observation shall be provided to CSNCFL by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.

4.3.6 Time for Submission of The Report

Contractor shall submit a draft report to CSNCFL within thirty (30) days of their visit followed by a final report within sixty (60) days of their visit.

4.3.7 The Report

- a. Their final report shall include a chart which identifies the finding or observation in a matrix organized as depicted below:

Program/Fiscal Area	Finding	Recommendation	Agree/disagree Must provide rationale and documentation	Resolution Corrective Action Attach Documentation
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- b. Contractor shall furnish CSNCFL with one (1) hard copy of their program monitoring report, 1 electronic MS Word copy and one electronic PDF copy. The draft report shall be forwarded in MS Word format. Contractor agrees to review the report format with CSNCFL upon CSNCFL's request and make such changes to the organization of the report as may be requested.
- c. Upon notice and request Contractor agrees to be available to present their report at an Audit Committee meeting and/or governing boards' meeting.

4.4 MONITORING VISIT SCHEDULE

- 4.4.1 The monitoring schedule for this contract period shall be as follows:

- a. **Program Visit #1 – Week of January 22–25, 2024**
- b. **Fiscal Visit #1 – Week of: February 12–15, 2024**

- 4.4.2 The date(s) of the visits may be modified to meet the convenience of the parties.
- 4.4.3 The number of monitoring visits may be increased and the schedule altered accordingly at any time during the program year or during future Contract renewal periods, at which time the fee to be paid shall be negotiated to reflect the additional monitoring to be performed.
- 4.4.4 Mutually agreed upon dates for performing the agreed upon procedures for each Contract renewal period will be coordinated with CSNCFL staff at the end of the CSNCFL fiscal year each year that the contract is in effect.

ARTICLE 5

WORK PAPERS

5.1 RECORD RETENTION

5.1.1 Contractor shall make its work papers, records and other documents relating to the monitoring to be conducted under this Contract available for inspection, and shall provide copies of the work papers as may be requested by CSNCFL, the State, HHS or the U.S. DOL at no cost to CSNCFL for a period of seven (7) years after completion of any work provided for herein. Work papers may be in an electronic format. Any records determined by CSNCFL to be public records under Florida law shall be made available to CSNCFL, the State, HHS, the U.S. DOL, and successor CPA firms, and to the general public upon request. Any copying done shall be at the expense of the copying party, except for copies made available to CSNCFL.

5.1.2 Section 5.1.1, notwithstanding, Contractor agrees that none of the work papers or other information relating to CSNCFL or its sub-recipients will be available for inspection or examination by anyone other than CSNCFL prior to the release of the monitoring report and its acceptance by CSNCFL. Contractor shall not publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in Contractor's possession, to those employees on Contractor's staff and CSNCFL or sub-recipient staff who must have the information on a need-to-know basis. Contractor shall notify CSNCFL in writing immediately in the event Contractor has a reason to suspect or determines that this section has been breached.

5.2 PUBLIC RECORDS

All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR ALACHUA COUNTY AT clerk@alachuaclerk.org, 201 E. University Avenue, Gainesville, FL 32601

ARTICLE 6

COMPENSATION

6.1 MONITORING FEE

- 6.1.1 Contractor shall be paid Twenty-five Thousand Dollars (\$25,000.00) for each of one program monitoring visit and one fiscal monitoring visit, between October 1, 2023, and September 30, 2024 for a total amount of Fifty Thousand Dollars (\$50,000) a year.
- 6.1.2 Each payment shall be divided into two (2) equal payments of Twelve Thousand Five Hundred Dollars (\$12,500.00).
- 6.1.3 The first payment of Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be paid to Contractor upon the completion of their fieldwork and submission of any substantiating documentation related to any findings reported for the visit.
- 6.1.4 The second payment shall be paid upon submission of the final monitoring report for that visit.
- 6.1.5 CSNCFL shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice.
- 6.1.6 Contractor shall comply with the timelines established in this Contract for submission of the draft and final reports for each monitoring visit.
- 6.1.7 Contractor shall submit their final invoice to CSNCFL no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and CSNCFL will not honor any requests submitted after the aforesaid time-period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments thereto have been approved by CSNCFL.
- 6.1.8 Pursuant to Section 7.1, from time to time CSNCFL may request additional services from Contractor. Any additional work not contemplated in connection with the work to be performed under this Amendment and requested by CSNCFL shall be done at the hourly rate as follows, or as may be negotiated by the parties which shall be agreed to in writing in accordance with Article 7 Section 7.1.

Item	Hourly Rate
Partner	\$160
Staff	\$115

6.2 FEE FOR SUBSEQUENT PERIODS

The maximum fee and hourly fees for subsequent periods covered under this Contract shall be negotiated ninety (90) days prior to the start of the audit.

6.3 RECORD KEEPING

Contractor agrees to keep such records and accounts, as may be necessary in order to record complete and correct entries as to personnel hours charged and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination by CSNCFL.

6.4 NO ADDITIONAL COMPENSATION FOR EXPENSES

The Contractor shall not be reimbursed for any travel, per diem, photo copying, telephone bills, or related expenses unless incurred at the specific request of CSNCFL. Contractor shall be provided a workspace at CSNCFL during the conduct of the audit and may use CSNCFL copying machines and faxes or such other equipment in the CSNCFL offices to assist in the facilitation of the Contractors' work.

ARTICLE 7

GENERAL

7.1 EXTRA WORK REQUESTED BY CSNCFL

7.1.1 Contractor, upon receipt of a written request from CSNCFL, shall perform the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving program results as well as examinations of the books, records, and files of CSNCFL contractors, which work is not encompassed as a part of the CSNCFL monitoring engagement.

7.1.2 The purchase of specialized services shall require submission of a written quote by the Contractor for approval by CSNCFL. Such extra work for specialized services shall be computed and billed as negotiated between the parties.

7.2 COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

Contractor assures, warrants, covenants, and agrees that in the performance of its duties and obligations pursuant to this Contract, Contractor is and will be in full and complete compliance with all applicable regulations promulgated by the oversight authority for the grants and fund sources administered by CSNCFL and all other applicable laws, government regulations and guides governing said performance.

7.3 DISCLOSURE OF FINANCIAL INTERESTS

Contractor warrants that no member of, or delegate to the Congress of the United States, or CSNCFL official, employee, or governing board member shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

7.3.1 Contractor also warrants that neither their firm nor any partner or principal has employed any person or solicited or secured this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give CSNCFL the right to terminate this Contract.

7.3.2 The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with CSNCFL has any personal or financial interest, direct or indirect in this Contract, and that no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to CSNCFL. This

paragraph shall not be construed so as to unreasonably impede the statutory requirement that maximum opportunity be provide for employment and/or participation by residents of the area.

7.4 AMENDMENTS TO THIS CONTRACT

7.4.1 If either Contractor or CSNCFL wishes to modify, change, or amend this Contract, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Contract. No such change shall be effective until approved by CSNCFL and/or Contractor and a formal amendment to this Contract is executed by both parties.

7.4.2 CSNCFL may, before or during the conduct of the monitoring services, request changes in the scope of services to be performed under this contract. Such changes, shall be incorporated by written amendments to this Contract.

7.5 INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at CSNCFL's option, defend or pay for an attorney to defend CSNCFL, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by CSNCFL, its governing boards or staff. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSNCFL any sums due Contractor under this Contract may be retained by CSNCFL until all of CSNCFL's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSNCFL.

No payment by CSNCFL to Contractor shall be construed as a waiver by CSNCFL or any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any right of CSNCFL with respect to such breach or default; nor shall any assent by CSNCFL expressed or implied, to such breach or default, by construed as assent to any succeeding breach or default.

7.6 INSURANCE

7.6.1 Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, such insurance, including Workers' Compensation insurance, Professional Liability Insurance, Comprehensive Liability and Business Auto Liability Insurance as appropriate. Contractor shall disclose the limits of their insurance to CSNCFL in writing and CSNCFL shall determine that the limits are acceptable.

7.6.2 Contract shall add CSNCFL as an additional insured to their policies upon CSNCFL request.

7.7 NOTICE

All notices required to be given to CSNCFL under this Contract shall be sufficient when handed delivered or mailed to CSNCFL at its office at 1112 Main Street, Gainesville, FL 32601.

All notices required to be given to Contractor under this Contract shall be sufficient when hand delivered or mailed to the Contractor at its office located at Taylor Hall Miller Parker, P.A. 225 E. Robinson Street, Ste. 455, Orlando, FL 32801

7.8 AUTHORIZED REPRESENTATIVE FOR CSNCFL

CSNCFL's authorized representative shall be the CSNCFL Chief Executive Officer, who is empowered to accept, approve, or reject the services furnished by the Contractor pursuant to this Contract.

7.9 ASSIGNMENT AND/OR SUBCONTRACTING

Contractor shall not subcontract, assign, or transfer any of its interest or duties or obligations under this Contract except those claims for monies due or to become due from CSNCFL under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining members of such partnership.

7.10 COMPLIANCE WITH FEDERAL LAWS

7.10.1 To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended.

(Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

- 7.10.2 Contractor certifies that it is compliant with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 7.10.3 Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations.
- 7.10.4 Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 7.10.5 Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 7.10.6 Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
- 7.10.7 Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 7.10.8 Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 7.10.9 Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
- 7.10.10 Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 7.10.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).

- 7.10.12 Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- 7.10.13 Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
- 7.10.14 Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- 7.10.15 Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSNCFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSNCFL. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
- 7.10.16 Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98.
- 7.10.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.
- 7.10.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

7.10.19 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7.11 LOBBYING AND RELATED PARTIES

711.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

711.2 Contractor attests that he has not employed any person to solicit or secure this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSNCFL or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSNCFL's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

711.3 When applicable, the Contractor shall disclose all related party transactions.

7.12 INTEGRATION

7.12.1 The parties hereto agree and understand that the words and figures contained in the following list of documents which are attached hereto or incorporated by reference shall, taken as a whole, constitute the Contract between the parties hereto and are as fully a part of the Contract as if they were set forth verbatim and at length herein:

- a. Attachment 1
- b. Attachment 2
- c. Attachment 3 – Federal Forms
- d. Attachment 4 – Contractor's Engagement Letter.

7.13 TERMINATION

7.13.1 It is understood and agreed that this Contract may be terminated for convenience upon ninety (90) days written notice by either party to the other party.

- 7.13.2 Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSNCFL's receipt of the federal grant funds under which this Contract is funded. CSNCFL, therefore, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSNCFL's funding levels. Any de-obligation, modification or amendment shall be effective upon written notification to the Contractor by CSNCFL shall provide Contractor thirty (30) days' written notice, or in the event CSNCFL receives less than thirty (30) days' notice, CSNCFL shall provide such notice as CSNCFL receives from its funding sources. In such instances, if work has begun under this contract costs will be reimbursed up to the effective date of cancellation only; thereafter neither CSNCFL nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.
- 7.13.3 Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.
- 7.13.4 CSNCFL may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section XV following a period of 48 hours to allow Contractor the opportunity to respond. The decision to accept Contractor's response shall be at the sole discretion of CSNCFL.
- a. Becomes bankrupt or insolvent
 - b. Discontinues operations
 - c. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
 - d. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or
 - e. Experiences theft or loss of funds or equipment that are materially needed to support the contracted services at the discretion of CSNCFL.
- 7.13.5 CSNCFL may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with Section XV herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSNCFL.

7.13.6 In the event of termination for cause, CSNCFL shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.

7.14 REPRESENTATIVES OF CONTRACTOR

The Contractor shall inform CSNCFL of the name of the representative of the Contractor to whom matters involving the conduct of the monitoring shall be addressed.

7.15 ALL PRIOR CONTRACTS

It is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts whether oral or written.

7.16 CONTRACTOR SHALL BE FAMILIAR WITH ALL APPLICABLE LAWS

The Contractor shall familiarize himself with and comply with the provisions of any and all federal, state and county orders, statutes, ordinances, charter, bond covenants, administrative code, rules and regulations which may pertain to the work required under this Contract, including specifically those which pertain to "Conflicts of Interest" and "Employment Discrimination". In addition, the Contractor is required to execute a Truth-in-Negotiation Certificate stating that the rates of compensation and other factual unit costs supporting this compensation are accurate, complete, and current at the time of contracting.

Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSNCFL, the DCC, or the NCFWDB in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSNCFL or the DCC or the NCFWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is given written authorization from CSNCFL to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

7.17 E-VERIFY

7.17.1 Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
2. Not employ, contract with, or subcontract with an unauthorized alien

7.17.2 Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits

7.18 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

7.18.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes

to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

7.18.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

7.19 STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

7.19.1 Contractor shall assure that federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Contractor is aware or has been made aware of all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award as they may apply to the conduct of the audit.

7.19.2 Contractor is aware of FFATA requirements, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

7.20 PUBLIC ENTITIES CRIME

Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSNCFL, may not submit a bid on a contract with CSNCFL for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSNCFL, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CSNCFL, and may not transact any business with the CSNCFL in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and

recovery of all monies paid hereto, and may result in debarment from the CSNCFL's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that he or she committed an act defined by § 287.133, Florida Statutes, as a "public entity crime" and that he or she has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.21 PATENTS, COPYRIGHTS, AND ROYALTIES

7.21.1 Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSNCFL who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida.

7.21.2 In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSNCFL. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

7.22 VESTED POWERS

All powers not explicitly vested in the Contractor by this Contract will remain with CSNCFL.

7.23 VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Broward County, Florida.

7.24 EXECUTION



This document may be executed in multiple originals, may be executed in digital format and may be executed in multiple counterparts, each of which shall be deemed an original.

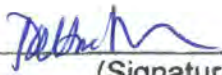
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: Taylor Hall Miller Parker, P.A. by and through its PARTNER, and CareerSource Broward signing by and through its Chief Executive Officer in accordance with the CSNCFL governing boards action taken on November 13, 2023.

AS TO: TAYLOR HALL MILLER PARKER, P.A.

ATTEST:

BY: 
(Signature)

NAME:

TITLE: Steven Holtz

DATE: 11/24

AS TO CAREERSOURCE NORTH CENTRAL FLORIDA:

ATTEST:




BY: 
(Signature)

NAME: PHYLLIS MARTY

TITLE: CHIEF EXECUTIVE OFFICER

DATE: November, 1, 2023

Approved as to form

BY: Rochelle Daniels
Rochelle J. Daniels
Attorney

ATTACHMENT 1
LIST OF SERVICE PROVIDERS AND CONTRACTORS

1. CSNCFL 2023 – 2024 Service Providers and Contracts to be monitored include
 - a. The CSNCFL Programs operated out of the one-stop centers
 - b. The One Stop Operator
 - c. The Greater Gainesville Chamber of Commerce
 - d. The North Florida Regional Chamber of Commerce
2. Contractor shall check with the CSNCFL Chief Executive Officer to assure all CSNCFL service providers have been identified

Attachment 2
STATEMENT OF WORK

SCOPE OF SERVICES – PROGRAM MONITORING

1. In addition to incorporating the State and Federal Monitoring Tools into contractor's protocol Contractor also agrees to perform the following:
 - a. A review of a sample of all types of support payments for reasonableness and compliance with CSNCFL policies.
 - b. A review of service providers for compliance with their Contract work statements.
 - c. A review of a minimum number of files per visit, per center, and per sub-recipient as follows:
 - i. Welfare Transition Program 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit.
 - ii. WIOA Adults and Dislocated Workers – 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit.
 - iii. WIOA Youth - 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit, with 25% of the files to be in school youth (ISY) if ISY are enrolled in the program.
 - iv. SNAP - 15 files.
 - v. Wagner Peyser – 25 job orders and 25 job seekers per center or 50 in total every visit (these are not actual files but electronic data in EF.
 - vi. RESEA - 10 files per visit.
 - d. In reviewing files, Contractor shall assure that in addition to the items in their monitoring protocol their review will encompass the following:
 - i. In reviewing WTP JPR's, Contractor shall determine whether:
 - A. The welfare recipient was assigned to two (2) activities.
 - B. The total amount of hours welfare recipients that were assigned to an activity.
 - C. Whether the welfare recipient is completing the proper number of hours to meet participation in the Welfare Transition Program.

- D. Whether the welfare recipient has been assigned to another activity as appropriate for their case.
- E. Whether the welfare recipient used any holiday or excused hours.
- F. In reviewing WTP Individual Responsibility Plans (IRP) Contractor shall determine whether:
 - aa. The IRP was completed within the first thirty (30) days after the assessment.
 - bb. The steps to self-sufficiency in the IRP were clear and consistent.
- ii. In reviewing WTP employment activities Contractor shall determine whether:
 - A. The welfare recipient is in employment, and as appropriate, completing the proper number of hours to meet participation in the Welfare Transition Program.
 - B. The files indicate other activities are assigned to welfare participants that do not have sufficient employment hours, to meet participation requirements.
 - C. Follow-up at 30, 60, 90, 180, and 365 days has been completed and recorded.
- iii. In reviewing participation activities including those with medical deferrals Contractor shall determine whether:
 - 1. The welfare recipient has been assigned to participate with a medical condition.
 - 2. The number of activities and the total amount of hours welfare recipients are assigned to an activity.
 - 3. The welfare recipient has been contacted once a month for a follow-up.
 - 4. The welfare recipient's medical status changed after follow-up.
 - 5. If the condition is permanent, whether the welfare recipient been referred to SSI.
 - 6. The welfare recipient has been assigned to Vocational Rehabilitation.

- iv. In reviewing pre-penalties Contractor shall determine whether:
 - A. The reasons for the issuance of a Form 2290 or sanction were correct.
 - B. WTP client deferrals and client sanctions are supported by proper documentation, and adherence to CSNCFL and WTP policies.
- v. In reviewing support services Contractor shall determine whether:
 - A. The welfare participant completed the required number of hours assigned in an activity for the month.
 - B. The welfare participant was issued a VISA type or other card for participation which was entered in the month it was received.
 - C. The support services were distributed to an applicant, mandatory or transitional customer.
- vi. In reviewing case notes Contractor shall determine whether:
 - A. The welfare recipient's next scheduled appointment is identified in the case notes or appointment letter.
 - B. There are detailed case notes in OSST regarding the deemed hours of participation.
- vii. In reviewing WIOA files, Contractor shall determine whether:
 - A. Data entry meets state timeliness requirements.
 - B. A FERPA has been completed for participants in training.
 - C. A review of formula and non-formula grants for compliance with statutory, regulatory and grant program requirements for WIOA, WTP, Wagner-Peyser, UC, TAA, FSET, Vets Programs, RESEA, and any discretionary grants awarded to CSNCFL.
 - D. Sample testing of placement verification in the one-stop for WP, WTP and WIOA participants, reconciling placements to the Wage Records and employer sites. Include a separate sampling for timeliness for follow up and applicable intervention as appropriate.
 - E. In reviewing sub-recipient program operations Contractor shall include the One-Stop Operator Sub-Recipient Agreement to assure compliance with one-stop WIOA and State requirements.

2. FISCAL MONITORING PROCEDURES

1. In addition to incorporating the State and Federal Monitoring Tools into contractor's protocol Contractor also agrees to perform the following:
 - a. Annually, during one of their reviews, incorporate forensic testing or such other tests as Contractor deems appropriate to determine weaknesses in the integrity of the financial management system which are not identified through the regular protocol.
 - b. Review DCC and NCFWDB Meeting Minutes to assure compliance with policies, procedures, and procurement awards. Contractor shall verify that practices are in line with policy changes. The monitoring protocol should detail processes for verification and procedures used to determine Board actions were implemented.
 - c. During the review encompassing the period from July to August 1, each year, Contractor shall conduct a payroll test for summer youth, if there is a summer youth program, by selecting a sample and ensuring customers were actively participating in the program.
 - d. Once a year Contractor shall conduct a payroll test of youth and adult participants in work experience activities and receiving monthly payments from CSNCFL by selecting a sample and ensuring customers were actively participating in the program, that their timesheets match the payroll.
 - e. Test that CSNCFL is on target to meet its 20% youth work experience expenditure requirement.
 - f. Contractor shall review up to 5 On the Job Training (OJT), 5 Customized Training, 5 WTP Community Work Experience, and 5 Incumbent Worker Training files, to the extent participants are enrolled in these activities, determine whether the match if required is correct, and whether appropriate documentation was submitted to support the billing, the amount invoiced agreed to the contract, and customers are registered in the appropriate state system.
 - g. Contractor shall conduct a surprise review of a sample of disbursements for a single month once a year. It shall be conducted at a different time each year.
 - h. Contractor shall review 7 random CSNCFL mileage reimbursement requests.
 - i. Once annually Contractor shall include a forensic review of possible weaknesses in property management and procurement both for CSNCFL and its service providers, to the extent purchases are included in their contracts.

- j. Contractor shall review a sample of SERA Financial Report Summaries and reconcile the information to CSNCFL's records.
- k. Contractor shall review any special reports required by individual grants and reconcile to the grant requirements.
- l. Contractor shall review financial reporting systems for accurate, current, and complete disclosure of the financial results in accordance with the financial reporting requirements of the applicable grant.
- m. Contractor shall annually reconcile and review contract payments disbursed by the Clerk's Office.
- n. Contractor shall review the reconciliation of pooled cash accounts reconciling cash to bank balances and examine the process for possible process weaknesses.
- o. Contractor shall review 10 WTP and 10 WIOA Individual Training Account approvals through payment. Contractor shall trace the tuition payment, check for PELL duplicate payments, test the monthly reconciliation of the ITA's for accuracy, approval and backup, and test that the County Office of Management and Budget (OMB) or Clerk's Office as appropriate records match Career Center records and vendor records. Contractor shall track a sample of 5 random payments through the financial system.
- p. Contractor shall review 5 WIOA adult/dislocated worker and five 5 youth support payments including those approved by service providers for proper support and documentation and for compliance with fiscal requirements. Contractor shall reconcile payments with records maintained by CSNCFL. Contractor shall take a random sample of these types of expenditures and follow through all steps from initiation to completion to look for possible internal control improvements.
- q. Contractor shall reconcile a sample of transmittals against the Cash Receipts Journal maintained by the County OMB to ensure amounts and timeliness of deposits.
- r. Annually Contractor shall test for effective internal controls and accountability for all grant cash, real and personal property, and other assets including an analysis of separation of duties.
- s. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with budgeted amounts for each grant and at the service provider level compare them to the service provider contract budgets.

- t. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with a list of allowable costs pursuant to the Uniform Guidance.
- u. Contractor shall review the state's pre-approval guidelines to ensure CSNCFL is adhering to the state's purchasing and pre-approval policies.
- v. Contractor shall determine whether the bank reconciliations are done timely and shall review a CSNCFL monthly bank reconciliation. Testing shall include a review of an unopened bank statement to ascertain that all payments/checks are accounted for and accurately conform to the check register/ledge both in amount and payee. Any outstanding checks/payments should also require backup verification. The void check listing should be printed and a random examination of the physical check should be included. A sample of the control (pink) copies of the checks for each month during the quarter should be reviewed to ensure that there is an accounting for all checks. There are three separate logs maintained within the Fiscal Department to track check usage. These logs should be reviewed and compared to the County's financial software system. As most CSNCFL vendor payments are made via EBT testing should be accommodated to EBT payments as appropriate. If the Bank Statements encompass other nonrelated County Transactions an alternate method of testing shall be proposed by Contractor.
- w. Once a year Contractor shall check to assure that all audit adjustments were posted to the general ledger and management letter recommendations were instituted.
- x. Contractor shall review WTP and WIOA expenditure levels to assure compliance with expenditure requirements and carry forward limitations including sub-recipient spending levels, administrative cap levels and requirements related to in-school and out-of-school youth, as well as youth work experience.
- y. Contractor shall review cash on hand with respect to meeting federal draw down policies including cash management, and cash forecasting in accordance with federal rules.
- z. Contractor shall review the Information Technology controls.
- aa. Contractor shall review the policies as applied to staff terminating employment to determine whether proper safeguards of technology and records have been applied.

- bb. Contractor shall review formula and non-formula grants for compliance with cost requirements, this includes testing of fiscal requirements and any special or discretionary grant requirements.
- cc. Contractor shall review a random sample of staff and service provider cell phone charges charged to CSNCFL.

ATTACHMENT 3

A. - ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the Contract, the Grantee is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal

assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations, and policies governing this program.

**B. Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

**NOTE: PLEASE READ INSTRUCTIONS IMMEDIATELY FOLLOWING THE FORM
BEFORE SIGNING CERTIFICATION**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this quote to provide services been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Delton Haze, shareholder
Name and Title of Authorized Representative


Signature

4/11/24
Date

THMP
Program and Fiscal Monitoring
Agreement No. 2023-2024-Vendor-
THMP2324
Page 35

C. CERTIFICATION REGARDING LOBBYING –
Certification for Contracts, Grants, Loans, and Cooperative Contracts.

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Contract.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

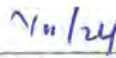
(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.


The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all Contracts the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Grantee understands that DEO and the United States has the right to seek judicial enforcement of the assurance.



Signature



Date



Print Name

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

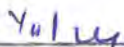
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature



Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor/Organization

Program/Title

TAMP

Name of Certifying Official

Date *1/4/24*

Print Name and Sign *DeAnn Hane*

[Signature]

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or have been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award

number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services
(including address if different from
No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature *Debra H. Hall*
Print Name Debra H. Hall
Title Shuchulda
Telephone Number 407-625-6116

² Approved by OMB 0348-0046

Authorized for Local Reproduction Standard Form LLL-A

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing an ongoing drug-free awareness program to inform Employees concerning:

1. The dangers of drug abuse in the workplace.
2. The policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and employees' assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement.
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

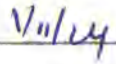
Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION


I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature



Date



Print Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 2/1/24

Signature and Date

Dillon Arce

Printed Name

Shareholder

Title

TAMP

Organization

Individual Non-Disclosure and Confidentiality Certification Form


I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

- 1) I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 2) I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 4) If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 7) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

- 10) I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
- 11) I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 13) I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: 

Date: 2/16/24

Print Employee Name: Dalton Han

Organization Name: TAMP

Organization Address: 225 E. Robinson St. Ste. 405 Orlando FL 32801

Job Title: Shrubler

Work Phone Number: 407-675-6526 Ext: _____

Work E-Mail: dhall@tamp-cpa.com

CSNCFI Individual Non-Disclosure Agreement

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource North Central Florida (CSNCFL) and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of Florida Commerce, formerly the Department of Economic Opportunity, as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CSNCFL and through CSNCFL to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that the CSNCFL Director of Operations is the local level security officer for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CSNCFL.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CSNCFL. Contractor shall be responsible for ensuring that CSNCFL is notified when employees are

CSNCFL Data Sharing Agreement

terminated or are no longer in need of system access so that CSNCFL can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the Florida Commerce Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CSNCFL, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of

the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CSNCFL reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CSNCFL.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

TEAM P

Name of President or Chief Officer: Denton Hance

(Signature) Denton Hance

(Title) President or Chief Officer

(Date) 11/1/24

ACCEPTED BY CareerSource North Central Florida:

Name of CEO: Phyllis Marty

(Signature) Phyllis Marty

(Title) CEO

(Date) 11/1/23