



MASTER SERVICES CONTRACT WORK-BASED-LEARNING

This Master Services Contract is entered into between **Workforce Development Board of Flagler and Volusia Counties, Inc.**, d/b/a and hereinafter referred to as CareerSource Flagler Volusia, and **United Way of Volusia-Flagler Co., Inc.** for the purpose of committing CareerSource Flagler Volusia's support for future Work-Based Learning, such as On-the-Job Training (OJT) and/or Customized Training (CT) agreements.

It is understood by both parties that the actual obligation of the maximum funds contained in this Master Contract will be disbursed through individual training agreements, and that such agreements are subject to fund availability.

For the purpose of this master contract, the subsequent executed individual agreements are the actual encumbering documents. The parties understand that the obligation of funds is dependent on the availability of funding and the appropriate document, or documents in the case of multiple hires or training needs, being signed by the parties prior to the actual hire date or start of training.

United Way of Volusia-Flagler Co., Inc. understands that it will be required to invoice CareerSource Flagler Volusia, as stated in each agreement, to obtain reimbursement for its expenses and that such invoicing must be in a timely manner, as stated in each agreement.

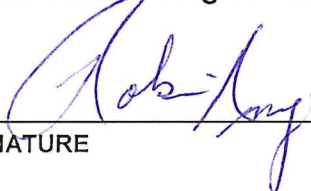
CareerSource Flagler Volusia agrees to commit a total of **\$30,000.00** under the conditions stated herein.

The master services contract will be in effect **July 1, 2023**, or the date of the signature page, through **June 30, 2024**.

SIGNATURE PAGE

IN WITNESSES WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, thereby validating this Contract, the parties also certify that each possesses legal authority to contract and bind their respective organizations in their capacity as a signatory official.

CareerSource Flagler Volusia



SIGNATURE

Robin King
PRINTED NAME

President & CEO
TITLE

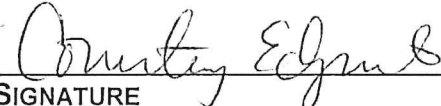
6-15-23

DATE

WITNESS:


SIGNATURE

United Way of Volusia-Flagler Co., Inc.



SIGNATURE

Courtney Edgcomb
PRINTED NAME

President
TITLE

DATE

WITNESS:

SIGNATURE

Section A: General Terms and Conditions

I Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party, as summarized in Section I, Paragraph E, to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by the Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. CareerSource Flagler Volusia, (CareerSourceFV) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
 - i) Reasons for termination with cause include, but are not limited to, the following:
 - a) If, through any cause not attributable to CareerSourceFV, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
 - b) If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
 - c) If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
 - d) If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CareerSourceFV or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
 - e) If CareerSourceFV determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination of work hereunder shall be effected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- E. Certified and other mail related to contractual obligations will be sent to the following parties:
 - i) CareerSource Flagler Volusia
Robin King, President & CEO
329 Bill France Boulevard
Daytona Beach, Florida 32114

- ii) For the second party (Sub-Recipient/Contractor):
Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.
Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.
- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:
- i) Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
 - ii) Assign to CareerSourceFV in the manner, at the time and to the extent directed by CareerSourceFV, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CareerSourceFV shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
 - iii) For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CareerSourceFV must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CareerSourceFV.
 - iv) Any litigation shall be heard under the laws of Florida and occur in Volusia County, Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II Availability of Funds

It is expressly understood and agreed that the obligation of CareerSourceFV to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CareerSourceFV for the payments or performance due under this Contract, CareerSourceFV shall not be obligated to pay the amounts due under this Contract; and all further obligations of CareerSourceFV under this Contract will cease immediately, without penalty, cost or expense to CareerSourceFV of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CareerSourceFV shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

III Authority to Enter This Contract

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to

provide such additional information as may be required.

IV Debarment, Suspension and Other Responsibility Matters

A. The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public 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; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

If CareerSourceFV enters into a contract in the amount of \$1,000,000 or more, in accordance with Section 287.135, F.S., CareerSourceFV will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operation in Cuba or Syria, or meets the conditions for exemption as provided in Section 287.135(4), F.S. CareerSourceFV certifies that it is in compliance with this provision.

V Assignment of Contract

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the expressed written consent of CareerSourceFV. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CareerSourceFV, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CareerSourceFV.

VI Continuing Right of Enforcement

The failure of CareerSourceFV to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CareerSourceFV to thereafter enforce each and every provision therein.

VII Rights of CareerSourceFV

CareerSourceFV, or any Federal, State or local agency to which CareerSourceFV has responsibility and accountability for funds provided under this Contract shall:

A. Have access to and examine the books, records, and files of the Sub-Recipient/Contractor

necessary to determine compliance with the terms and conditions of this Contract and WIOA, SNAP, TANF, WTP and other Federal or State regulations.

- B. Visit any site, interview any beneficiary, and observe any action covered by the Contract.
- C. Promulgate and require adherence to standards, forms, instructions, and procedures for record keeping and reporting by the Sub-Recipient/Contractor, and where necessary, modify or amend those standards, forms, instructions and procedures to which the Sub-Recipient/Contractor must adhere.

VIII Obligations of CareerSourceFV

CareerSourceFV, through duly authorized representatives, shall have the obligation to:

- A. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- B. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

IX Catalogue of Federal Domestic Assistance (CFDA) numbers

Below are the CFDA numbers for funding received by CareerSourceFV:

The CFDA numbers for Supplemental Nutrition Assistance Program

- 10.561

The CFDA numbers for Wagner-Peyser

- LVER 17.801
- DVOP 17.801
- UC 17.225
- Employment Services 17.207

The CFDA number for Temporary Assistance for Needy Families is:

- 93.558

The CFDA number for Workforce Innovation and Opportunity Act is:

- Adult 17.258
- Dislocated 17.278
- Youth 17.259

X Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

The Sub-Recipient/Contractor agrees:

- A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and

participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CareerSourceFV. Such records and documents shall be retained and kept available for audit purposes for five (5) years or until an approved audit of both CareerSourceFV and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CareerSourceFV approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CareerSourceFV in acceptable condition for storage.

- B. To permit CareerSourceFV, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.
- C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CareerSourceFV, CareerSourceFV reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CareerSourceFV may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
- E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
- F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CareerSourceFV's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CareerSourceFV and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
- G. To keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been unlawfully spent.
- H. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
- I. Audits are to be performed annually.
- J. Audit reports should be submitted to CareerSourceFV within thirty (30) days of completion, but no later than nine (9) months after the end of the organization's fiscal year.

- K. That the Sub-Recipient/Contractor will repay CareerSourceFV amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CareerSourceFV may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.
- L. The Sub-Recipient/Contractor is required to supply CareerSourceFV with a current DUNS number as required for all recipients and sub-recipients of federal funds.
- M. The Sub-Recipient/Contractor is required to submit annual payroll information to CareerSourceFV of all employees whose time is directly charged or indirectly charged to the contract to establish that salaries are in accordance with the ETA salary cap.
- N. The Sub-Recipient/Contractor is required to submit its indirect cost allocation plan annually if the Sub-Recipient/Contractor allocates indirect costs.
- O. The Sub-Recipient/Contractor is required to maintain a current profile in the Central Sub-Recipient/Contractor Registration (CCR).

XI Reporting

Timely, complete reporting shall be made by the Sub-Recipient/Contractor as required by instructions issued by CareerSourceFV. These reports may include monthly, quarterly and final year-end reports.

XII Submission of Invoices

Failure to submit invoices within thirty (30) days of the activity (unless mutually agreed upon by both parties) shall relieve CareerSourceFV of financial liability. *Please reference the Statement of Work for further details.*

XIII Liability for Damages and Disallowed Costs

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

XIV Insurance

The Sub-Recipient/Contractor will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all the Sub-Recipient/Contractor's personnel performing services under this Contract.

All Sub-Recipient/Contractors must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least \$1,000,000 or submit a certification that they are self-insured.

The insurance required by this Section shall be maintained at all times during the course of the Contract for the entire period hereof and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

XV Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XVI Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

XVII Purchase of Property

All property purchased under this contract is subject to prior approval and must comply with the terms of the State of Florida, Department of Economic Opportunity's policy regarding prior approval.

Purchases with a per unit acquisition cost of Five Thousand Dollars (\$5,000.00) or more and the normal life of which is one year or more is defined as property.

XVIII Adherence to Regulations

The Sub-Recipient/Contractor assures that it will comply with the requirements of WTP/TANF, SNAP, and WIOA, and with the regulations and policies promulgated hereunder. The Sub-Recipient/Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WTP/TANF, SNAP and WIOA and the related regulations. Failure by the Sub-Recipient/Contractor to accept or comply with changes to WTP/TANF, SNAP, WIOA or the related regulations which affect the terms of this contract, and which CareerSourceFV shall present, in writing, shall be sufficient basis for termination by CareerSourceFV.

The Sub-Recipient/Contractor assures that it will adhere to and comply with any and all applicable Federal, State, local, and CareerSourceFV statutes, rules, regulations, directives, issuances, instructions, and ordinances in effect or promulgated during the term of this Contract or any extensions thereof, and will require any Sub-Recipient/Contractors to do likewise.

The Sub-Recipient/Contractor assures that clarification will be sought from CareerSourceFV on any policy, law, rule, or regulation, directive that is not clearly understood prior to adopting any practice or procedure.

XIX General Terms

The Sub-Recipient/Contractor understands and agrees that oral communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

Refunds or credits from training institutions or other vendors for costs that have been paid by CareerSourceFV shall:

- A. Be returned to CareerSourceFV within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.
- C. The Sub-Recipient/Contractor will adhere to and comply with CareerSourceFV's Complaint

and Grievance procedures that have been approved by the State of Florida.

- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.

XX Program Income

The Sub-Recipient/Contractor must return to CareerSourceFV any overpayments or program income due to unearned funds or funds disallowed pursuant to the terms of this contract. The Sub-Recipient/Contractor shall return any overpayment and/or program income to CareerSourceFV within forty (40) calendar days after discovery.

XXI Ownership of Property

Any items or documents produced or purchased under the terms of this Contract shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data, copyrighted and patented materials first produced or delivered under this agreement.

XXII De-obligation of funds clause

Sub-Recipient/Contractor performance will be reviewed at the completion of each quarter of the program year. If at that time the Sub-Recipient/Contractor has failed to meet ninety percent (90%) of the agreed performance level, a corrective plan may be negotiated that, if properly implemented, will allow the attainment of scheduled performance by the end of the next quarter. Should the Sub-Recipient/Contractor not implement action that results in expected performance during the corrective action period, an amount of funds equal to the percent of underperformance may be de-obligated from the contract and made available to Sub-Recipient/Contractors that are providing the services necessary to meet the performance standards and goals set by CareerSourceFV's Board of Directors.

XXIII Career Center Staffing

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the partner/agency represented.

XXIV Background Checks

The Sub-Recipient/Contractor is responsible for conducting criminal background checks as a means of promoting a safe work environment. All Sub-Recipient/Contractors are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background checks reports are due to CareerSourceFV within ten (10) days of hire. Access to any state systems will not be given until new hire background checks are received by CareerSourceFV.

XXV Monitoring

It is the policy of CareerSourceFV to conduct an annual review on each sub-recipient. The Sub-Recipient/Contractor should be familiar with CareerSourceFV's monitoring policy.

XXVI Salary Cap

The Sub-Recipient/Contractor agrees to comply with PL 109-234, Section 7013. The Sub-Recipient/Contractor is responsible for conducting salary cap analysis annually.

XXVII Disclosure of funds on advertising, promotional or other materials

A tax-exempt organization under 501 c (3) of Internal Revenue Code of 1986 which receives funds under Florida Statutes 414.065 must disclose receipt of funds on any advertising, promotional, or other materials in accordance with Federal requirements.

XXVIII Collateral Material

All collateral material whether printed or digital must adhere to the brand standards set forth by CareerSource Florida.

XXVIII Federal Award Identification Number (FAIN)

FAIN #s for funding streams associated with this contract include the following:

AA322101855A12, AA307371855A12, AA332231955A12, AA347622055A12

XXIX. Submission of Audits

All audits must be submitted in compliance with 2 CFR § 200.512 Report submission: (a) General (1) The audit must be completed and must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Failure to submit audits within the above timeframe shall relieve CareerSourceFV of financial liability. (2) Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

Section B: Special Terms and Conditions

I Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and benefits

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

II Civil Rights Certification

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. 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 in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III Equal Employment Opportunity

The Sub-Recipient/Contractor will not discriminate against any employee and any WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract.

IV Transparency Act Requirements

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

V Compliance With Hatch Act

The Sub-Recipient/Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), as amended, which limits the political activity of employees. The Sub-Recipient/Contractor will comply with the requirement of the WIOA Regulations that no program under the Act shall involve political activities, political patronage, or lobbying activities.

VI Conflict of Interest

The Sub-Recipient/Contractor will prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VII Internal Controls and Standards

The Sub-Recipient/Contractor agrees to ensure that the program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs and other policies as may be necessary to promote effective use of funds.

VIII Sub-Recipient/Contractor Supervision

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

IX Fund Raising or Lobbying Activities 276.347 and 29 CFR 95.42

No funds made available through CareerSourceFV, including, but not limited to WTP/TANF, SNAP or WIOA, shall be used for any political activity, lobbying of Federal, State or local legislators, to raise funds, or to promote or oppose unionization. The Sub-Recipient/Contractor shall assure that no funds received through this Contract will be used to assist, promote, or deter

union organizing.

X Bonding

Every employee of a Sub-Recipient/Contractor who is authorized to act on behalf of a Sub-Recipient/Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lower of the following: 1) One Hundred Thousand Dollars (\$100,000.00); or 2) the highest advance received through check or draw down during the preceding grant year, or for new recipients, the highest advance through check or draw down planned for the present grant year.

XI Avoidance of Conflict of Economic Interest

An executive, officer, agent, representative or employee of the Sub-Recipient/Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by this Contract. No member of any Board of Directors under WTP/TANF, SNAP or WIOA shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter that would provide direct financial benefit to that member.

XII Unionization

No funds under this Contract shall be used in any way to either promote or oppose unionization.

XIII Kickbacks

No officer, employee or agent, of the Sub-Recipient/Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential Sub-Recipient/Contractor, participant or employer.

XIV Equipment

No purchases of equipment or furniture shall be made without prior written permission from CareerSourceFV. Equipment shall be defined as any item with unit acquisition cost of Five Thousand Dollars (\$5,000.00) or more and a normal life of one year or more. In such instances, all equipment purchased will become property of CareerSourceFV

XV Artificial Barriers

The Sub-Recipient/Contractor shall contribute, to the maximum extent feasible, to the elimination of artificial barriers to employment and occupational advancement.

XVI Fraud and Program Abuse

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CareerSourceFV for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

XVII Theft or Embezzlement from Employment and Training Funds

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

XVIII Indirect Costs

Indirect costs charged to the program must be submitted and approved by CareerSourceFV prior to the initiation of a contract.

XIX Health and Safety

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

XX Further Assurance

The Sub-Recipient/Contractor assures that it, and its sub Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

XXI Clear Air Act and Environmental Protection

The Sub-Recipient/Contractor will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

XXII Drug Free Workplace

The Sub-Recipient/Contractor will comply with drug free workplace requirements as directed in Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701-702.

XXIII Complaints and Grievances

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV's policies.

XXIV Disallowed Costs & Hold Harmless

If the Sub-Recipient/Contractor is not a political subdivision (or agency of the State of Florida); the Sub-Recipient/Contractor agrees that in the event the Sub-Recipient/Contractor or any of its agents or employees make any unauthorized or disallowed distribution of funds for any reason whatsoever, the Sub-Recipient/Contractor shall be responsible for said sums and shall pay CareerSourceFV upon demand all such sums.

The Sub-Recipient/Contractor shall, at its own expense, protect and defend CareerSourceFV from all claims, damages, costs, lawsuits and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that CareerSourceFV may incur as a result of any activities of the Sub-Recipient/Contractor, its Sub-Recipient/Contractors, its employees, participants, agents or servants.

XXV. General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations CareerSourceFV and its Partners will strive to simplify and expand access to services for job seekers and businesses.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

XXVII. Anti-terrorism Certification

The Sub-Recipient/Contractor will comply with the USA Patriot Act and other Anti-terrorism laws and by signing this contract, certify that funds will not be used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government.

XXVIII. Energy Conservation

The Sub-Recipient/Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XXIX. Compliance with Acts relating to Work and Safety

The Sub-Recipient/Contractor shall 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 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XXX. Compliance with The Trafficking Victims Protection Act of 2000

Provisions applicable to a recipient that is a private entity

The Sub-Recipient/Contractor or vendor under this award may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

XXXI. Veteran's Priority of Service Provisions

The Sub-Recipient/Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.

XXXII. Equal Treatment for Faith-Based Organizations

State or local government receiving funds under any department, program, or any intermediate organization with the same duties as a governmental entity, is prohibited from discriminating for

or against an organization on the basis of the organization's religious character or affiliation. Religious organizations are prohibited from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Any organization that participates in programs funded by direct financial assistance from the Department, in providing services, is prohibited from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XXXIII. Codes of Conduct 29 CFR 95.42

Subrecipient/ Contractor shall comply with codes of conduct as defined by 29 CFR 95.42

XXXIV. Environmental Tobacco Smoke

In accordance with the Pro-Children Act of 1994 smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. 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 and alcohol treatment.

In accordance with the Pro-Children Act of 1994 smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. 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 and alcohol treatment.

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XXXV. Purchase of American-Made Equipment and Products

The Sub-Recipient/Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

XXXVI. Public Announcements and Advertising:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the Sub-Recipient/Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or

program that will be financed by nongovernmental sources.

XXXVII. Safeguarding Data Including Personally Identifiable Information (PII)

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CareerSourceFV or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and State laws governing the confidentiality of information.
- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.

- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, The Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

XXXVII. Stevens Amendment

CareerSource Flagler Volusia is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$10,635,835.

EXHIBIT C
CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, Nancy Bradley, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource Flagler Volusia and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: United Way of Volusia-Flagler & CareerSource Flagler Volusia

Contractor Name & Address: United Way of Volusia-Flagler Counties, Inc., 3747 W International Speedway Blvd., Daytona Beach, Florida 32124

Contractor Contact Phone Number: 386-275-1944

Contract Number or Other Identifying Information, if any: _____

Contract Term: July 1, 2023 - July 30, 2024

Value of the Contract with no extensions or renewals exercised: \$30,000.00

Value of the Contract with all extensions and renewals exercised: \$ 30,000.00

Description of goods and/or services to be procured: Work-based Learning

Method of procurement for the goods and/or services to be procured: _____

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: Courtney Edgcomb, President

The nature of the conflicting interest in the contract: Board member

The board member or employee with the conflict of interest _____ did _____ did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract. **If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee abstained from voting.**

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.
- A draft copy of the related party contract and amendments, as applicable.
- Documentation supporting the method of procurement of the related party contract.
- A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract.

I certify that the information above is true and correct.

Nancy Bradley
Signature of Board Chair / Vice Chair*

Nancy Bradley

Print Name

5/26/23
Date

* Must be certified and attested to by the board's Chair or Vice Chair.

EXHIBIT D
DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT

I, Courtney Edgcomb, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: CareerSource Flagler-Volusia

Contractor Name & Address: United Way of Volusia-Flagler Counties, Inc. 1530 Cornerstone Blvd., Suite 210, Daytona Beach, FL 32117

Contractor Contact Phone Number: 386-679-2186 or 386-2530563

Description or Nature of Contract: work-based training

Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures are made: The contractor's principals**/owners***: (check one)

_____ have no relative who is a member of the board or an employee of the board; OR

_____ have a relative who is a member of the board or an employee of the board, whose name is:

The contractor's principals**/owners*** is _____ is not (check one) a member of the board. If applicable, the principal's/owner's name is: Courtney Edgcomb


Signature of Board Member/Employee

Courtney Edgcomb
Print Name

May 9, 2023
Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

MINUTES OF THE MEETING
OF
CAREERSOURCE FLAGLER VOLUSIA
BOARD OF DIRECTORS

May 26, 2023

The meeting of the Board of Directors of CareerSource Flagler Volusia was called to order at 9:00 a.m., on the 26th day of May 2023 at the Administrative office of the organization, located at 329 Bill France Blvd., City of Daytona Beach, in the State of Florida, pursuant to written notice fixing said time and place; the same being filed and attached to these minutes.

Ms. Nancy Bradley Chaired the meeting and Ms. Ann Lesizza served as Recording Secretary. At the Chair's request, the Recording Secretary called the roll and noted each person present.

The following Board members were present:

Ms. Mary Jo Allen, Chief Nursing Officer – Halifax Health
Mr. Greg Blose, CEO/President – Palm Coast-Flagler Regional Chamber
Ms. Nancy Bradley, Administrator – Daytona College, LLC
Ms. Denise Breneman, Development Manager, NE Region – Special Olympics Florida
Ms. Courtney Edgcomb, President – United Way Volusia-Flagler Counties
Ms. Dolores Key, Director Flagler County Economic Development
Dr. Thomas LoBasso, President – Daytona State College
Dr. Aubrey Long, Owner – Long Global Enterprises
The Honorable David Santiago, Councilman – Volusia County Council
Mr. Bret Schmitz, Vice President – Peerbridge Health
Dr. Kent Sharples, President – CEO Business Alliance
Mr. John Subers, Foundation Director - Adventhealth
Mr. Carlos Valderrama, Manager – Valderrama Partners, LLC
Mr. Tyrone Walker, HR Director – AO Precision
Ms. Angie White, Area Director – Vocational Rehabilitation

The following guests were present:

Mr. Charles Howell, Vice President-Business Development & Technology – CareerSource Flagler Volusia
Ms. Robin King, President & CEO – CareerSource Flagler Volusia
Mr. Dan Laux, Chief Financial Officer – CareerSource Flagler Volusia
Ms. Ann Lesizza, Chief Administrative Officer – CareerSource Flagler Volusia
Mr. Judy Brown, Assistant Managing Director of Operations – Career Steps, Inc.
Ms. Christine Sikora, Vice President-Innovative Workforce Solutions – CareerSource Flagler Volusia
Ms. Kathy Spencer, Director of Business & Career Services – Case Management, Inc.

Mr. Brian Willard, Program Manager – Road to Success
 Ms. Jennifer Gosling, Administrative & Internal Monitoring Director – CareerSource Flagler Volusia
 Mr. Howard Johnson, Data Manager – Eckerd Connects
 Ms. Velma Lowe, Managing Director of Operations – Career Steps, Inc.
 Ms. Donna Runge, DEO Program Administrator – Department of Economic Opportunity
 Ms. Jenn Hale, Program and Monitoring Manager – CareerSource Flagler Volusia
 Ms. Trish McGetrick, Outreach & Special Projects Director – CareerSource Flagler Volusia
 Ms. Toni Hunt – The American Way
 Ms. Adrienne Grant, External Affairs Senior Vice President – CareerSource Florida
 Mr. Daniel Harper, Senior Management Analyst – Department of Economic Opportunity
 Ms. Valerie Uy Ignacio – Digital and Multimedia Director – Career Source Flagler Volusia
 Ms. Katrina Friel, Business Manager – Volusia County Economic Development
 Mr. Cyrus Callum, Director of Aviation & Economic Development – Volusia County
 Ms. Adriane Johnston, President & CEO – CareerSource Florida
 Ms. Stacey Campbell-Domineck, President & CEO CareerSource Polk
 Mr. Shawn Brown, - Department of Economic Opportunity
 Ms. Yvette McCullough, - Department of Economic Opportunity
 Ms. Ashley Ziemann – Project Coordinator – CareerSource Flagler Volusia
 Ms. Mandi Howell, IT Technician – CareerSource Flagler Volusia
 Ms. Valerie Peacock, Bureau Chief - Department of Economic Opportunity

Item and Discussion	Vote	Abstain
<p>Ms. Nancy Bradley called the meeting to order and introduced Ms. Adrienne Johnston, the President & CEO of CareerSource Florida and advised that Ms. Johnston was the guest speaker for the meeting. Ms. Bradley provided a brief bio of Ms. Johnston's career and stated that she had been recommended for the position by Governor Ron DeSantis and she is focused on achieving the Governor's goal that Florida be No. 1 in workforce education by 2030.</p>		
<p><u>Ms. Adrienne Johnston's Presentation</u></p> <p>Ms. Johnston addressed the Board members and discussed the implementation of the workforce system transformation plan. She reported on the REACH Act being signed into law and how they are very busy implementing the legislation. Ms. Johnston briefly discussed each of the three pillars and explained the focus is on accountability and transparency and effectiveness in the system. The other focus is on job seekers to ensure that there is no "wrong door" experience and no matter where they enter the system, they will receive the services they need.</p>		

<p>Ms. Johnston continued to highlight the implementation and the system-wide improvements that are planned.</p> <p>Ms. Johnston responded to several questions from the Board members.</p>		
<p><u>Annual Performance Presentation</u></p> <p>Next, Ms. Bradley introduced Mr. Daniel Harper, Senior Management Analyst with DEO and stated that he would be presenting the Annual Performance Report for the year ended 2021. Mr. Harper addressed the Board members and presented a slide presentation highlighting the performance measures and the performance outcomes for CareerSource Flagler Volusia. Mr. Harper introduced Ms. Valerie Peacock and she reviewed the 2020-2021 financial monitoring.</p> <p>Mr. Harper next addressed several questions from the Board members. One member asked if Covid was taken into consideration in the data since this was during the height of the pandemic and Mr. Harper replied that it was not.</p> <p>Ms. Bradley thanked Mr. Harper for the presentation today.</p>		
<p><u>Consent Agenda</u></p> <p>Ms. Bradley stated that the next item was the Consent Agenda. She stated that the items were included in the agenda packet that was sent to the Board members. Ms. Bradley requested a motion to approve the Consent Agenda. A motion was made, seconded, and the consent agenda passed unanimously.</p>	APPROVED	
<p><u>Training Providers and Programs</u></p> <p>Ms. Bradley advised that, as a training provider, she would be abstaining from the discussion and vote and requested Dr. Aubrey Long to address the Training Provider and Program topic. Dr. Long addressed the members and stated that a list of training providers and programs was included in the agenda. Dr. Tom LoBasso stated that he would be abstaining from the discussion and vote as well.</p> <p>Dr. Long called for a motion to be made to approve the training providers and programs for the coming year.</p> <p>Upon motion duly made, seconded, and unanimously carried, with Ms. Nancy Bradley and Dr. Tom LoBasso abstaining, the training providers and programs, as presented, were approved.</p>	APPROVED	<p>Dr. Tom LoBasso</p> <p>Ms. Nancy Bradley</p>

<p><u>Related Party Agreements</u></p> <p>Ms. Nancy Bradley addressed the Board members and advised that contracts with Board members must be approved by the Board and submitted to DEO for approval. She stated that we have several work-based training contracts with Board members for Board approval. Copies of the proposed contracts were included in the agenda package.</p> <p>Ms. Bradley called for a motion to approve the Master Service Contract with United Way.</p> <p>Upon motion duly made, seconded, and unanimously carried, with Ms. Courtney Edgcomb abstaining, the Board approved the contract with United Way of Volusia Flagler.</p> <p>Next, Ms. Bradley called for a motion to approve the Master Service Contract with Halifax Health.</p> <p>Upon motion duly made, seconded, and unanimously carried, with Ms. Mary Jo Allen abstaining, the Board approved the contract with Halifax Health.</p> <p>Ms. Bradley called for a motion to approve the contract with the Palm Coast-Flagler Regional Chamber of Commerce.</p> <p>Upon motion duly made, seconded, and unanimously carried, with Mr. Greg Blose abstaining, the Board approved the contract with the Palm Coast-Flagler Regional Chamber of Commerce</p>	<p>APPROVED</p> <p>APPROVED</p> <p>APPROVED</p>	<p>Ms. Courtney Edgcomb</p> <p>Ms. Mary Jo Allen</p> <p>Mr. Greg Blose</p>
<p><u>New Board Member Applications</u></p> <p>Ms. Bradley introduced Mr. Cyrus Callum, Volusia County's new Aviation and Economic Development Director and advised that Mr. Callum would be joining the Board and his application was included in the meeting materials. Ms. Bradley stated that also included in the meeting materials was an application from Ms. Helga van Eckert. She explained that Ms. van Eckert had taken a new position as the VP of Florida Business Operations for Vidya Herbs USA.</p> <p>Ms. Bradley requested a motion to approve Mr. Cyrus Callum and Ms. Helga van Eckert as members of the Board.</p> <p>Upon motion duly made, seconded, and unanimously carried, the Board approved the membership of Mr. Cyrus Callum and Ms. Helga van Eckert.</p>	<p>APPROVED</p>	

<p><u>Executive Committee Report</u></p> <p>Ms. Nancy Bradley addressed the members and stated that the minutes of the April 18, 2023 Executive Committee were included in the agenda packet.</p> <p>Ms. Bradley explained that a discussion was held to bring the Business Services Unit in-house. The action was considered based on the impending consolidation and requires the organization to become a Direct Service Provider. Additionally, Ms. Bradley explained that the approval to be a Direct Service Provider will expand beyond Business Services in the event a need arises during the transition to temporarily cover operations.</p> <p>Ms. Bradley reported that the Committee also discussed the Corporate Investment funds. After discussion with both the CPA regarding the tax implications and several attorneys regarding the best way to ensure the funds continue to serve this community, it was determined that a foundation fund should be established. The Committee approved moving the Corporate Investment funds to a donor-advised fund with the United Way and selecting a third-party non-Board member to oversee the fund.</p> <p>She called for a motion to ratify the actions of the Executive Committee.</p> <p>Upon motion duly made, seconded, and unanimously carried, the actions of the Executive Committee at the April 18, 2023 Meeting were ratified.</p>	<p>RATIFIED</p>	
<p><u>Career Pathways Committee</u></p> <p>Ms. Bradley called on Ms. Denise Breneman to report on the May 16, 2023 Career Pathways Committee meeting.</p> <p>Ms. Breneman addressed the members and reported that the Committee is recommending current contracts be extended for one year.</p> <p>Ms. Bradley requested a motion to extend the Eckerd Connects Young Adult Program for one year.</p> <p>Upon motion duly made, seconded, and unanimously carried, the Board approved the extension of the Eckerd Connects Young Adult Program contract for one year.</p> <p>Ms. Bradley requested a motion to extend the Road to Success – Young Adult Program for one year.</p>	<p>APPROVED</p>	

<p>Upon motion duly made, seconded, and unanimously carried, the Board approved the extension of the Road to Success Young Adult Program contract for one year.</p> <p>Ms. Bradley requested a motion to extend the Case Management, Inc. contract for one year.</p> <p>Upon motion duly made, seconded, and unanimously carried, the Board approved the extension of the Case Management, Inc. contract for one year.</p> <p>Ms. Bradley requested a motion to extend the Career Steps, Inc. contract for one year.</p> <p>Upon motion duly made, seconded, and unanimously carried, the Board approved the extension of the Career Steps, Inc. contract for one year.</p> <p>Ms. Bradley stated that in addition to the contracts mentioned above, staff is recommending the "You Science" contract with Daytona Regional Chamber of Commerce be extended for one year.</p> <p>Ms. Bradley requested a motion to extend the "You Science" contract with the Daytona Regional Chamber for one year.</p> <p>After discussion, upon motion duly made, seconded, and unanimously carried, the Board approved the extension of the "You Science" contract with the Daytona Regional Chamber of Commerce for one year.</p>	<p>APPROVED</p> <p>APPROVED</p> <p>APPROVED</p> <p>APPROVED</p>	
<p><u>Preliminary 2023-2024 Annual Budget</u></p> <p>Ms. Bradley called on Mr. Bret Schmitz to report on the April 20, 2023 Finance Committee meeting.</p> <p>Mr. Schmitz reported that the Committee met to review the Preliminary 2023-2024 Annual Budget. He advised that a copy of the proposed budget had been included with the Agenda package and the Finance Committee was recommending approval.</p> <p>Ms. Robin King reported that staff had just received the actual proposed allocations and the cuts were more than had been anticipated. The allocations had been reduced approximately 11% over last year. She stated that this budget was preliminary and the final budget will be presented at the August meeting.</p> <p>Ms. Bradley called for a motion to approve the Preliminary 2023-2024 Annual Budget.</p>		

<p>Upon motion duly made, seconded, and unanimously carried, the 2023-2024 Preliminary Annual Budget was approved.</p>	<p>APPROVED</p>	
<p><u>Board Member Comments</u></p> <p>Ms. Bradley asked if the members would like to make any comments. Several members discussed the Performance Report and the need to have more current data presented. The members also discussed the transition and their desire to have a better clarification as to where the deficiencies exist in order to understand the efficiencies to be gained by the transition.</p>		
<p><u>Highlights</u></p> <p>Mr. Charlie Howell reported on the Florida Atlantic Workforce Alliance Consortium. He stated that the first consortium virtual meeting took place on May 23, 2023. Mr. Howell provided some background on the grant and stated that the state issued \$9,000,000 in grand funds between CareerSource Flagler Volusia, CareerSource Brevard and CareerSource Research Coast to develop solutions to meet the skilled talent needs for the Aerospace & Aviation, Advanced Manufacturing and Cybersecurity & IT industries. He explained that this first consortium was the launch to create industry councils and requested that the participants join one of the councils. Mr. Howell reported that the event had been recorded and was available on the CareerSource Flagler Volusia YouTube site.</p>		
<p><u>President & CEO's Comments</u></p> <p>Ms. King addressed the Board members and reported that Senate Bill 240 had passed. She advised that one requirement will be to have a board chair-appointed consortium of industries. We have a partnership with Volusia County for GoGig; a hiring platform where job seekers are not required to provide their names. She explained that we are in the process of building the platform and will hopefully have it ready by the end of the calendar year.</p>		
<p><u>Informational Items</u></p> <p>Ms. Bradley called attention to the Informational Items which included the Financial Update, the Performance Update, Strategic Imperatives and the On-the-Job and Customized Training Agreements. She advised the members to review these items and if there were any questions regarding the reports they should be directed to the staff.</p>		
<p><u>Next Meeting</u></p>		


Ms. Bradley advised that the next Board meeting is scheduled for August 25, 2023.		
<u>Adjournment</u> There being no further business to come before the meeting, it was adjourned.		

CAREERSOURCE FLAGLER VOLUSIA
BOARD OF DIRECTORS

DATE: MAY 26, 2023
AGENDA ITEM: Related Party Agreement: Master Service Contract
United Way Volusia-Flagler Counties

Board Member	Present/Absent	Voted Yes	Voted No	Abstained
Elizabeth Albert	Absent			
Mary Jo Allen	Present	x		
Greg Blose	Present	x		
Nancy Bradley	Present	x		
Denise Breneman	Present	x		
Robert Davis	Absent			
Courtney Edgcomb	Present			x
Dolores Key	Present	x		
Mark Lanham	Absent			
Thomas LoBasso	Present	x		
Aubrey Long	Present	x		
Matthew Nelson	Absent			
Donald O'Brien	Absent			
David Santiago	Present	x		
Bret Schmitz	Present	x		
Kent Sharples	Present	x		
John Subers	Present	x		
Carlos Valderrama	Present	x		
Tyrone Walker	Present	x		
John Wanamaker	Absent			
Angie White	Present	x		
Total		14		1

This is a complete roster of the Board of Directors on May 26, 2023 and a true and correct summary of the Board Member votes cast on May 26, 2023 for the above-referenced related-party contract.


 Anna Lesizza
 Recording Secretary
 6.15.23
 Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Edgcomb, Courtney R.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CareerSource Flagler-Volusia
MAILING ADDRESS 1530 Cornerstone Blvd., Suite 210	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Daytona Beach	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY Volusia	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Courtney Edgcomb, hereby disclose that on May 11, 2023 :

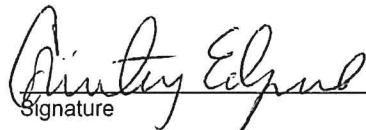
(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of United Way of Volusia-Flagler Counties, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

May 11, 2023
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.