

EMPLOYEE SERVICES SHARING AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2022, by and between the CAREERSOURCE ESCAROSA, hereinafter referred to as the "CSE"; and CAREERSOURCE OKALOOSA WAL TON, hereinafter referred to as "CSOW."

WHEREAS, CSE currently employs and intends to employ for the 2022-2023 program year an Accountant Technician; and

WHEREAS, the Accountant Technician works under the supervision of the CSE Chief Financial Officer to maintain accounts in the career center, and is responsible for monitoring the center's program under board-level policy and Workboard guidelines for the purpose of accurately maintaining and reporting grant expenditure to the Florida Department of Economic Opportunity; and

WHEREAS, CSOW desires to extend services of an Accountant Technician for its region; and WHEREAS, CSE and CSOW desire to share the services of Accountant Technician, in exchange for the payment by CSOW to CSE of \$20,000 per program year; and

WHEREAS, the parties intend for the Accountant Technician to remain an employee of CSE and to be bound by all personnel policies of CSE;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, CSE and CSOW agree as follows:

1. CSE intends to employ an Accountant Technician for the 2022-2023 program year, and in future years.

2. The parties agree that, beginning on May 1, 2022, the Accountant Technician shall perform work for CSOW for a total of 20 hours a week, on Thursdays at the CSOW location and the balance remotely. During any work week of less than five (5) days or during a week

containing holidays or annual leave days, the parties agree to work together so that the Accountant Technician spends approximately 1/2 of the work hours during such week with CSE and CSOW. The parties agree to work together to make any reasonable changes to such work schedule for their mutual benefit.

3. This Agreement had an initial term of 90 days, from November 1, 2021, to January 29, 2022. This Agreement has been reviewed and extended until June 30, 2023.

4. In consideration of the services provided by CSE's Accountant Technician to CSOW, CSOW agrees to reimburse CSE \$20,000 per program year or \$769.23 per bi-weekly pay period. CSE shall submit an invoice to CSOW bi-weekly which shall be paid by CSOW within fifteen (15) days of its receipt. CSOW further agrees to reimburse the Accountant Technician directly for any travel expenses incurred by such Technician and submitted in accordance with the requirements of CSOW, which requirements must be conveyed to the Accountant Technician prior to November 1, 2021. CSOW shall only be responsible for Accountant Technician's travel between her home and CSOW worksite on days she is assigned to work in CSOW. CSOW will be responsible for travel incurred by Accountant Technician while carrying out official duties as CSOW Accountant Technician. CSOW will assign an email and laptop to the Accountant Technician for use.

5. During the days that the Accountant Technician performs work for CSOW, the parties agree that CSOW has the authority to direct and oversee the work performed by said Accountant Technician.

6. The parties agree that the Accountant Technician shall at all times remain the employee of CSE, and that she shall at all times be bound by all personnel policies of CSE, and shall receive all benefits of an CSE employee.

7. CSOW agrees that it shall report to CSE any and all personnel issues relating to the Accountant Manager so that CSE may take any necessary or appropriate actions pursuant to its policies.

8. Either CSE or CSOW may terminate this Agreement without cause with fifteen (15) days prior written notice to the other party, unless such Accountant Technician is otherwise terminated by CSE in accordance with its policies. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event, employee discipline or grievance by the Accountant Technician resulting in a finding that requires the removal of the employee from CSE or CSOW, or cause which requires immediate termination in the employee's placement in the reasonable discretion of either party.

9. In the event of termination of this Agreement, CSOW agrees to reimburse CSE for its costs incurred in the employment of its Accountant Technician through the date of such termination.

10. CSOW agrees that it shall not engage in any discrimination with regard to the Accountant Technician.

11. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For CSE:
Dr. Marcus L. McBride, CEO
6913 North 9th Avenue
Pensacola, FL 32504

For CSOW:
Michele Burns, Executive Director
109 8th Avenue
Shalimar, FL 32579

The parties may amend such addresses by written notice to the other party at the given address.

12. The parties agree that this contract shall be governed by the laws of the State of Florida, and that proper venue, in the event of litigation concerning this matter, shall be in Escambia County, Florida

13. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

14. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of the Accountant Technician, except that claims for Workers' Compensation benefits by the Accountant Technician shall be the sole and exclusive responsibility of CSE

15. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

WITNESS the following signatures in agreement with the above terms

Dr. Marcus L. McBride

Executive Director
CareerSource Escambia

Date: 5/1/2022

Michelle Burns

Executive Director
CareerSource Okaloosa Walton

Date: 5/1/2022

Addendum: Assurances and Other Provisions

**ADDENDUM TO CONTRACT
BY AND BETWEEN CAREERSOURCE OKALOOSA WALTON
AND
CAREERSOURCE ESCAROSA**

CERTIFICATIONS AND ASSURANCES

CareerSource Okaloosa Walton will not award federal workforce funds where the contractor or vendor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this attachment. In performing its responsibilities under the Grantee-Sub grantee Agreement, the contractor or vendor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR, Part 98 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- D. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- E. Certification Regarding Environmental Tobacco-Smoke (42 U.S.C. 7181 thru 7184)
- F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
- H. Certification Regarding Scrutinized Companies Lists section 287.135, F.S.
- I. Copeland "Anti-Kickback" Act (18 U.S.C. 874)
- J. Energy Policy and Conservation Act, Pub. L. 94-163 - Energy Efficiency
- K. Contract Work Hours And Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708)
- L. Rights to Inventions 37 CFR part 401
- M. Access to Records
- N. Record Retention
- O. 2 CFR Appendix II to Part 200 (B)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.
2. Have not within a three-year period preceding this Grant Agreement been convicted or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State, or local) transaction or Grant Agreement 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 or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph A.2 of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for the cause of default.

If Contractor is unable to certify to any of the statements in this certification, they shall attach an explanation.

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

The undersigned Contractor 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 an agency, a Member of Congress, and 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 agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying" available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF>, in accordance with its instructions.

The undersigned shall require that the language of this certification can be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all "sub-recipients" shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

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, US Code (Byrd Anti-Lobbying Amendment). 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.

C. DRUG-FREE WORKPLACE CERTIFICATION (29 CFR Part 98 and 45 CFR Part 82)

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR Part 94, the undersigned Contractor attests and certifies that it 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 contractor'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 about:
 - a. The dangers of drug abuse in the workplace;
 - b. The contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

- 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 Grant Agreement be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Grant Agreement, the employee will:
 - a. Abide by the terms of the statement, and;
 - 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 CareerSource Okaloosa Walton 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 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 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.

D. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title 1 of the WIA/WIOA, the Contractor assures that it will comply fully with the non-discrimination 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 (Pub. L. 88-352) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements

imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L.101-336) prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor 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 Contractor's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

F. CERTIFICATION REGARDING PUBLIC CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, no placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform CareerSource Okaloosa Walton immediately upon any change of circumstances regarding this status.

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)

As a condition of the Grant Agreement, Contractor assures that it will comply fully with the Federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242) provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by P. Law 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If Grant Agreement is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statute Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

The contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Contractor to civil penalties, attorney's fees, and/or costs.

If the Contractor is unable to certify any of the statements in this certification, the Contractor shall attach an explanation to this Grant Agreement.

I. COPELAND ANTI-KICKBACK ACT. The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

J. ENERGY POLICY AND CONSERVATION ACT, PUB. L. 94-163 - ENERGY EFFICIENCY. The 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, Pub. L. 94-163, as amended.

- K. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** of 1962, as amended (40 U.S.C. §§ 3701-3708). Requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000 1.5 times their basic rate of pay for all hours worked over 40 in a work week.
- L. **RIGHTS TO INVENTIONS 37 CFR PART 401**: All contracts or agreements shall contain a provision that reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds.
- M. **ACCESS TO RECORDS**. All contracts shall contain a provision requiring language that gives access to the grantee, the subgrantee, the Federal grantor agency, the Comptroller of the United States, or any duly authorized representatives to any books, documents, papers, and records pertaining to the program for the purpose of audits, examinations, excerpts, and transcripts.
- N. **RECORD RETENTION**. All contracts shall contain a provision requiring the Service Provider agrees to maintain and retain all records pertaining to the administration of this contract for a period of six (6) years from the date of the final payment of the agreement or until all audits are complete and findings of all claims have been finally resolved, whichever is the longer period of time.
- O. **2 CFR Appendix II to Part 200 (B)**: This Agreement/Contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in frustration of contract purpose. Such actions include but are not limited to the withdrawal of funding by the United States Congress, or the failure by the United States Congress to reauthorize program activities.
1. **Termination for Convenience**: The CareerSource Board or Employer may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, the Workforce Board shall be responsible for any outstanding allowable costs incurred up through the revised ending date of the Contract.
 2. **Commitment to Retain**: Provided the trainee/employee is not terminated for cause during the period of training and performance is satisfactory, the employer agrees to retain the trainee/employee as a regular employee. The employer is expected not to dismiss the trainee without first notifying the CareerSource Board of his/her intent to terminate the individual. (Exceptions to this prior notice requirement are terminations for criminal acts or other critical safety issues). This prior notice is to allow an opportunity for the CareerSource Board representative to assist the trainee and employer in correcting the deficiency/ies and to improve job performance.
 3. **Termination for Cause**: The CareerSource Board may terminate immediately the whole or any part of this Contract if the Employer fails to provide proper training or demonstrates a pattern of failing to retain trainees after they have completed the training. Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. Notice of Termination for cause must be posted by certified mail/return receipt requested and must specify and document the reason (s) for termination. The Employer shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.

By signing below, the Contractor certifies the representations outlined in parts A through O above are true and correct and agrees to comply with all parts of the contract.

Marcus L. McBride CEO

Printed Name and Title

ML McBride

Signature

CareerSource Escarosa

Company or Organization Name

Michele Burns - Executive Director

Printed Name and Title

Michele Burns

Signature

CareerSource Okaloosa Walton

Company or Organization Name