

**THIRD RENEWAL
TO CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
SECURANCE LLC**

THIS THIRD RENEWAL is made and entered into as of July 31, 2023 (the "Effective Date") by and between WorkNet Pinellas, Inc., a Florida corporation, dba CareerSource Pinellas ("**CareerSource Pinellas**") and Securance LLC ("**Vendor**"), a Florida limited liability company, and amends and renews the Consulting Agreement by and between CareerSource Pinellas and Vendor dated July 30, 2020 as amended by the First Amendment and Second Amendment dated December 31, 2021 and April 5, 2022 respectively, and renewed by the First Renewal on June 14, 2021 and the Second Renewal on June 20, 2022 (collectively the amendments and renewals are the "Agreement").

WHEREAS, the parties desire to renew the Term of the Agreement for an additional one year Term, pursuant to Section 2 and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Compensation for 2022-2023 Services**. The fee to be paid by CareerSource Pinellas to the Vendor for the Services provided from July 31, 2022 to July 30, 2023 is increased from Seventy-Five Thousand Dollars (\$75,000) to Eighty-Five Thousand Dollars (\$85,000).
2. **Period of Performance**. This agreement shall be extended for an additional one-year period. Such extension shall extend the Agreement Term through July 30, 2024.
3. **Compensation for 2023-2024 Services**. The fee to be paid by CareerSource Pinellas to the Vendor for the Services provided from July 31, 2023 through July 30, 2024 is Eighty Thousand Dollars (\$80,000).
4. Except as amended in this Third Renewal, all other provisions of the Agreement shall remain in full effect.


Duly-authorized representatives of the Parties are executing this Third Renewal on the Effective Date provided in the introductory paragraph.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

By: **Steven Meier**
Digitally signed by Steven Meier
DN: cn=Steven Meier, o, ou,
email=smeier@careersourcepinellas.com, c=US
Date: 2023.06.05 11:28:27 -0400

Steven J. Meier
Chief Executive Officer

Securance LLC

By: 
Paul Ashe
President

**SECOND RENEWAL
TO CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
SECURANCE LLC**

THIS SECOND RENEWAL is made and entered into as of June 20, 2022, by and between WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS, a Florida not-for-profit corporation (“CareerSource Pinellas”) and SECURANCE LLC (“Vendor”), a Florida limited liability company, and amends and renews the Consulting Agreement by and between CareerSource Pinellas and Vendor dated July 30, 2020 as amended by the First Amendment and Second Amendment dated December 31, 2021 and April 5, 2022 respectively, and renewed by the First Renewal on June 14, 2021 (collectively the amendments and renewal are the “Agreement”).

WHEREAS, the parties desire to renew the Term of the Agreement for an additional one year Term, pursuant to Section 2 and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Period of Performance.** This agreement shall be extended for an additional one-year period. Such extension shall extend the Agreement Term through July 30, 2023.
2. **Compensation.** The fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000).
3. Except as amended in this Second Renewal, all other provisions of the Agreement shall remain in full effect.

Duly-authorized representatives of the Parties are executing this Second Renewal effective on the date first set forth above.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

Securance LLC

By: 

By: 

Steven Meier
Interim Chief Executive Officer and Chief Financial
Officer

Paul Ashe
President

**SECOND AMENDMENT
TO CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
SECURANCE LLC**

THIS SECOND AMENDMENT is made and entered into as of April 5, 2022, by and between WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS, a Florida not-for-profit corporation (“CareerSource Pinellas”) and SECURANCE LLC (“Vendor”), a Florida limited liability company, and amends and renews the Consulting Agreement by and between CareerSource Pinellas and Vendor dated July 30, 2020 and renewed by the First Renewal on June 14, 2021 (collectively the “Agreement”).

WHEREAS, CareerSource Pinellas and Vendor entered into the Agreement dated July 30, 2020 for services to be performed by Vendor for a period of one year; and

WHEREAS, CareerSource Pinellas and Vendor entered into the Renewal Agreement dated June 14, 2021 for an additional one (1) year Term; and

WHEREAS, the fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under the Agreement is a not-to-exceed amount of One-Hundred Sixty-One Thousand Two Hundred Dollars (\$161,200); and

WHEREAS, the fee to be paid by CareerSource Pinealls to the Vendor for the Services to be provided under the Agreement was amended to a not-to-exceed amount of Two-Hundred Six Thousand Two Hundred Dollars (\$206,200); and

WHEREAS, the Board of Directors of CareerSource Pinellas approved a forty thousand dollar (\$40,000) increase to not-to-exceed amount of the Agreement.

WHEREAS, the parties desire to amend the Agreement and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Compensation.** The fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under this Agreement will increase by Forty thousand dollars (\$40,000) and shall not exceed Two-Hundred Forty-Six Thousand Two Hundred Dollars (\$246,200).
2. Except as amended in this Second Amendment, all other provisions of the Agreement shall remain in full effect.

Duly-authorized representatives of the Parties are executing this First Amendment effective on the date first set forth above.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

By: _____



Steven Meier
Interim Chief Executive Officer and Chief Financial
Officer

Securance LLC

By: _____



Paul Ashe
President

**FIRST AMENDMENT
TO CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
SECURANCE LLC**

THIS FIRST AMENDMENT is made and entered into as of December 3, 2021, by and between WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS, a Florida not-for-profit corporation (“CareerSource Pinellas”) and SECURANCE LLC (“Vendor”), a Florida limited liability company, and amends and renews the Consulting Agreement by and between CareerSource Pinellas and Vendor dated July 30, 2020 and renewed by the First Renewal on June 14, 2021 (collectively the “Agreement”).

WHEREAS, CareerSource Pinellas and Vendor entered into the Agreement dated July 30, 2020 for services to be performed by Vendor for a period of one year; and

WHEREAS, CareerSource Pinellas and Vendor entered into the Renewal Agreement dated June 14, 2021 for an additional one (1) year Term; and

WHEREAS, the fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under the Agreement is a not-to-exceed amount of One-Hundred Sixty-One Thousand Two Hundred Dollars (\$161,200); and

WHEREAS, the **Board of Directors of CareerSource Pinellas** approved a forty-five thousand dollar (\$45,000) increase to not-to-exceed amount of the Agreement.


WHEREAS, the parties desire to amend the Agreement and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Compensation.** The fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under this Agreement will increase by Forty-Five thousand dollars (\$45,000) and shall not exceed Two-Hundred Six Thousand Two Hundred Dollars (\$206,200).
2. Except as amended in this First Amendment, all other provisions of the Agreement shall remain in full effect.

Duly-authorized representatives of the Parties are executing this First Amendment effective on the date first set forth above.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

By: 
Jennifer Brackney
Chief Executive Officer

Securance LLC

By: 
Paul Ashe
President

**FIRST RENEWAL
TO CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
SECURANCE LLC**

THIS FIRST RENEWAL is made and entered into as of June 14, 2021, by and between WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS, a Florida not-for-profit corporation (“CareerSource Pinellas”) and SECURANCE LLC (“Vendor”), a Florida limited liability company, and amends and renews the Consulting Agreement by and between CareerSource Pinellas and Vendor dated July 30, 2020 (the “Agreement”).

WHEREAS, CareerSource Pinellas and Vendor entered into the Agreement dated July 30, 2020 for services to be performed by Vendor for a period of one year; and

WHEREAS, the parties desire to renew the Term of the Agreement for an additional one (1) year Term, pursuant to Section 2 and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:


1. **Period of Performance**. This agreement shall be extended for an additional one-year period. Such extension shall extend the Agreement Term through July 30, 2022.
2. **Compensation**. The fee to be paid by CareerSource Pinellas to the Vendor for the Services to be provided under this Agreement will increase by Eighty-Thousand Dollars (\$80,000) and shall not exceed One-Hundred Sixty-One Thousand Two Hundred Dollars (\$161,200).
3. **Attachment A, Scope of Services**. **Grand Total** will increase to \$161,200 and **Schedule** will extend until July 30, 2022.
4. **Public Records and Confidentiality**. Section 7 of the Agreement is amended to add the following language: Employees of Consultant, and agents and contractors of Consultant, granted access to workforce information systems, including systems containing confidential information, must complete **Attachment B** to this Agreement, “Individual Non-Disclosure and Confidentiality Certification Form,” prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Pinellas.
5. **Attachment B, Individual Non-Disclosure and Confidentiality Certification Form** is included with this First Renewal and is hereby added to the Agreement.
6. Except as amended in this First Renewal, all other provisions of the Agreement shall remain in full effect.

Duly-authorized representatives of the Parties are executing this First Renewal effective on the date first set forth above.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

By: 
Jennifer Brackney
Chief Executive Officer

Securance LLC

By: 
Paul Ashe
President

ATTACHMENT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the CareerSource Pinellas Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized person cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed, copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.
13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.
14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

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

Employee Signature: 

Date: 06/14/2021

Print Employee Name: Paul Ashe

**CONSULTING AGREEMENT
BETWEEN
WORKNET PINELLAS, INC.
AND
SECURANCE LLC**

This Consulting Agreement (“Agreement”) is entered into on July 30, 2020, (the “Effective Date”) by WorkNet Pinellas, Inc., a Florida corporation, dba CareerSource Pinellas (“CareerSource Pinellas”) whose principal place of business is 13805 58th Street N., Suite 2-140, Clearwater, FL 33760, and Securance LLC (“Consultant”), a limited liability company whose principal place of business is 13904 Monroes Business Park, Tampa FL 33635

The parties agree as follows:

1. Scope of Services.
 - a. The Consultant shall provide Services to CareerSource Pinellas in accordance with the terms and conditions specified in this Agreement and all documents attached hereto.
 - b. The Consultant shall provide the Services described in the Scope of Services in accordance with the Schedule, all of which are set forth and outlined in Attachment A.
 - c. All Deliverables shall be submitted in writing and by email to Jennifer Brackney, CEO at JBrackney@careersourcepinellas.com. If requested by CareerSource Pinellas, the Consultant shall upload all deliverables to CareerSource Pinellas’ cloud-based, secure project website.
2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force for one (1) year from the Effective Date (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.
3. Compensation. The fee to be paid by CareerSource Pinellas to the Consultant for the Services to be provided under this Agreement shall not exceed Eighty One Thousand Two Hundred Dollars (\$81,200.00). If CareerSource Pinellas authorizes a substantial or material change to the Scope of Services, the fee may be equitably adjusted, in writing, by mutual, written consent of the parties. CareerSource Pinellas shall have no obligation to pay any fee, expenditure, charge, or cost incurred by the Consultant beyond the amount of the fee. CareerSource Pinellas shall make payments to the Consultant in accordance with the budget outlined in Attachment A, however, the final payment to the Consultant will not be paid until all deliverables have been received and approved by CareerSource Pinellas.
4. Invoicing.
 - a. The Consultant shall invoice CareerSource monthly for all Services provided after the Effective Date under this Agreement. All invoices shall be submitted via email transmission to:

invoice@careersourcepinellas.com. The invoice format will specify dates, description of the work performance and rate of the work specified.

- b. All invoices submitted by the Consultant and approved by CareerSource Pinellas shall be paid on a net thirty day schedule. In determining the amount of payment, CareerSource Pinellas will exclude all costs incurred by the Consultant (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
 - c. Any funds paid in excess of the amount to which the Consultant is entitled under the terms of this Agreement must be refunded to CareerSource Pinellas.
5. Availability of Funds. All payments to be made by CareerSource Pinellas under this Agreement are subject to the availability of budgeted funding. CareerSource Pinellas shall immediately notify the Consultant should funds become unavailable.
6. Termination.
- a. Any party may terminate this Agreement upon ten days written notice to the other party.
 - b. In the event of termination of this Agreement by CareerSource Pinellas, CareerSource Pinellas shall be obligated to pay all approved invoices submitted by the Consultant for work performed by the Consultant and approved by CareerSource Pinellas through the date of Agreement termination.
 - c. As requested by CareerSource Pinellas, the Consultant agrees to deliver to CareerSource Pinellas at the termination of this Agreement, or at any other time CareerSource Pinellas may request, all work product of the Consultant under this Agreement which shall be the exclusive property of CareerSource Pinellas.
7. Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Consultant shall:
- a. Keep and maintain public records required by CareerSource Pinellas to perform the Services under this Agreement.
 - b. Upon request from CareerSource Pinellas' custodian of public records, provide CareerSource Pinellas with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to CareerSource Pinellas.
 - d. Upon completion of the Agreement, transfer, at no cost to CareerSource Pinellas, all public records in possession of the Consultant or keep and maintain public records required by CareerSource Pinellas to perform the service. If the Consultant transfers all public records to CareerSource Pinellas upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the

Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Pinellas, upon request from CareerSource Pinellas custodian of public records, in a format that is compatible with the information technology systems of CareerSource Pinellas.

- e. If the Consultant has questions regarding the application of chapter 119, Florida statutes, to the Consultant's duty to provide public records relating to this agreement, contact CareerSource Pinellas' Custodian of Public Records at 13805 58th St. N, Suite 2-140, Clearwater, FL 33760, Email address: JBrackney@CareerSourcePinellas.com.

8. Intellectual Property.

- a. Consultant hereby transfers, grants, conveys, assigns, and relinquishes exclusively to CareerSource Pinellas, all of Consultant's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Consultant in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property.
- b. Consultant agrees to sign any additional documents and otherwise cooperate with CareerSource Pinellas, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 8. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

10. Indemnification and Limitation of Liability.

- a. The Consultant shall defend, indemnify, and hold harmless CareerSource Pinellas, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of Services under this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the Services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the Services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Consultant to perform or furnish any Services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including CareerSource Pinellas employees and agents and those of Consultant), or damage to property to the extent attributable to the negligence or misconduct of Consultant or any person or organization directly, or indirectly, employed by

Consultant to perform or furnish any of the Services under this Agreement or anyone for whose acts any of them may be liable.

- b. CareerSource Pinellas' limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of CareerSource Pinellas beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CareerSource Pinellas' sovereign immunity under section 768.28, Florida Statutes.
- c. In no event shall CareerSource Pinellas be liable to Consultant for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. Consultant is fully responsible to CareerSource Pinellas for all acts and omissions of the Consultant, its employees, agents, servants, employees, suppliers or subconsultants or other persons directly or indirectly employed by its employees, agents, servants, employees, suppliers or subconsultants to perform the Services under this Agreement. Nothing in this Agreement shall create any contractual relationship between CareerSource Pinellas and any such employees, agents, servants, employees, suppliers or subconsultants, nor shall it create any obligation on the part of CareerSource Pinellas to pay or cause the payment of any money due to any employees, agents, servants, employees, suppliers or subconsultants except as otherwise required by law.
- e. CareerSource Pinellas shall not assume any liability for the acts, omissions, or negligence of Consultant, its agents, servants, employees, or subconsultants. In all instances, the Consultant shall be responsible for any injury or property damage resulting from any activities conducted by the Consultant.

11. Independent Contractor. Consultant is and shall remain an independent contractor and not an employee of CareerSource Pinellas. All persons engaged in any of the Services to be performed under this Agreement shall at all times, and in all places, be subject to Consultant's sole discretion, supervision, and control. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to bind or make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

12. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

13. Notices.

- a. For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3)

above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 13.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 13.c.

- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 13.

For CareerSource Pinellas: 13805 58th Street N., Clearwater, FL 33760

For Consultant: 13904 Monroes Business Park, Tampa FL 33635

- c. Subject to Subsection 13.d. a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

14. Representations.

- a. The Consultant has the necessary and required authority to enter into this Agreement with CareerSource Pinellas.
- b. The Consultant and the Consultant's agents or anyone directly or indirectly employed by either, has and/or will obtain and maintain in force and effect throughout the term of this Agreement, any and all certificates, licenses, or permits necessary for Consultant to fulfill the obligations herein or as required by any applicable federal, state or local law, regulation or ordinance or any professional organization.
- c. Neither this Agreement nor the Consultant's performance of its obligations hereunder will place the Consultant in breach of any other contract or obligation and will not violate the rights of any third party.
- d. The Consultant has all rights, title, and ownership of, in, and to the products, procedures, processes and/or Services that the Consultant is delivering and/or providing to

CareerSource Pinellas pursuant to this Agreement, and the Consultant has full right and authority to provide and/or deliver the same to CareerSource Pinellas.

15. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, the Consultant's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by the Consultant especially for the Services rendered under this Agreement shall be the sole property of CareerSource Pinellas. CareerSource Pinellas may reuse the written work at no additional cost, and CareerSource Pinellas shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that the Consultant shall in no way be liable or legally responsible to anyone for CareerSource Pinellas use of any written work on another project.
- b. As requested by CareerSource Pinellas, the Consultant agrees to deliver to CareerSource Pinellas at the end of the term of this Agreement, or at any other time CareerSource Pinellas may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to CareerSource Pinellas, which the Consultant may possess or have under his or her control and which may have been produced prior to and including the date of termination. The Consultant shall also require that all subconsultants or employees agree in writing to be bound by the provisions of this section.

16. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

17. Counterparts; Facsimile Deemed as Original. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

18. Miscellaneous.

- a. The Consultant shall comply with all applicable Federal, State and local laws, rules and regulations.
- b. The Consultant shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- c. The Consultant is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Consultant been convicted of a Public Entity Crime. Consultant agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by CareerSource Pinellas.
- d. The Consultant affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has the Consultant been placed on the Discriminatory Vendor List.
- e. This Agreement may not be assigned by either party without the prior written consent of the other.

- f. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Sixth Judicial Circuit, in Pinellas County, Florida.
- g. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
- h. Political Activity: Application of the Hatch Act: None of the funds or Services under this Agreement provided by Federal Departments, the Governor or CareerSource Pinellas to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

Partisan and Non Partisan Activities: No participant, Contractor, or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the participant, Contractor, or employee is paid with CareerSource Pinellas funds or is receiving a CareerSource Pinellas program-related benefit.

Prohibition Against Association of the Contract Program with Political Activities: No Contractor or employee whose salary in whole or in part is paid for with funds available under this agreement, may at any time, engage in partisan political activities in which such Contractor or employee represents himself/herself as a spokesperson of CareerSource Pinellas or Contractor's program.

Placement of Contractor or Employees in Offices of Elected Officials: No Contractor or employee whose salary is paid for in whole or in part with funds available under this agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CareerSource Pinellas's express written approval.

Out Stationing to Offices of Elected Officials: No participant, Contractor or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.

Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

- i. Religious Activity: Prohibition Against Religious Activity: There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of the obligations under this Agreement.

Prohibition of Use of Funds for Religious Activities: Contractor shall not use any funds appropriated under this Agreement or Amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants and Contractors shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction or as a place of religious worship. Program participants may be placed into Community Work Experience Program or work experience slots with religious institutions; however the terms and conditions relating to Community Work Experience Program and the terms and conditions relating to religious activities under this agreement shall apply.

- j. Non-discrimination: As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 1. Section 188 of the Workforce Investment Act of 1998 (WIA), 29 U.S.C. 2801 et seq. 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, for beneficiaries only, on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
 2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 20000d et seq., which prohibits discrimination on the bases of race, color and national origin;
 3. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
 4. 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.
 5. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and

6. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs.
7. Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractors and subcontractor not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
8. 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 grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
9. Prohibition Against Discrimination: Contractor's decisions regarding the delivery of Services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation, belief, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
10. Equal Opportunities for Contractors: Contractor agrees that participants and recipients in activities or programs funded by the Agreement or any Amendment hereto shall not be discriminated against because of their status as Contractors regarding the terms and conditions of training or employment or the receipt of Services and rights attributable thereto.
11. Compliance with Discrimination Laws: Contractor shall comply with the prohibitions against discrimination in the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, in Title IX of the Education Amendments of 1972, and under Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.
12. Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded in whole or in part

by CareerSource Pinellas, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

13. Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
 14. Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
 15. Complaint Procedures: Contractor agrees to be governed by the complaint and compliance requirements as set forth in the Federal or Florida Acts as applicable with respect to discrimination and equal opportunity requirements.
- k. Veteran's Priority of Service Provisions: Contractor agrees to be governed by the requirements of the Jobs for Veterans Act (PUB. L. 107-288) (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132, Jobs for Veterans Act (JVA) provides pursuant to 20 CFR part 1010, the priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by the Department of Labor (DOL). Contractor agrees, in circumstances, where the Contractor must choose between two equally, qualified candidates for training, one of who is a veteran, the JVA requires the Contractor to give the veteran priority of service by admitting him or her into the program. To obtain priority of service, a veteran or spouses of certain veterans must meet the program's eligibility requirements. Contractor must comply with DOL and state of Florida guidance.
 - l. Program Names, Signage, Publicity, and Publication: The Contractor may not undertake any publicity or publish for public consumption any results or information about its program or the Contractors without prior review by CareerSource Pinellas All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through CareerSource Pinellas.

In accordance with the Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505), 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, all grantees receiving Federal funds included in this Act included, but not limited to State and local governments and Contractors of Federal grants 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 programs that will be financed by nongovernmental sources.
- m. Assignment and Subcontracting: In accordance with CareerSource Pinellas policy, the Contractor shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work and services to be provided under this Agreement. In the event of a corporate acquisition and/or merger, Contractor shall provide written notice to CareerSource Pinellas within thirty (30) business days of Contractor's notice of such action or upon occurrence of said action, whichever occurs first. The right to terminate this Agreement shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal law.
- n. Assurances and Certifications: Contractor agrees to comply with the Assurances and Certifications as applicable to any federal or state program that the Contractor operates with CareerSource Pinellas funds.
- o. Availability of Documents: The above documents will be maintained on file at the CareerSource Pinellas offices. One copy of the executed Agreement will be furnished to the Contractor by CareerSource Pinellas.
- p. Key Person or Persons: Prior to execution of this agreement, Contractor shall advise CareerSource Pinellas, through the CEO, in writing, of any Key Person or Persons assigned to performance and implementation of this agreement. CareerSource Pinellas or the CEO may reject a Key Person and Contractor shall assign another individual to this agreement. The CareerSource Pinellas Board or CEO may exercise this right during the term of this agreement if the CareerSource Pinellas Board or CEO, determines, in their sole discretion, that the Key Person is not satisfactorily performing his or her duties under this agreement.
- q. Nepotism - Prohibition in Employment: Consultant may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position if a member of that person's immediate family is employed in an administrative capacity for CareerSource Pinellas or the Consultant. Prior to employing or assigning any individual to any position or activity related to any of Consultant's employees a written request shall be forwarded to CareerSource Pinellas seeking a written opinion regarding the allow ability of the desired action on the part of Consultant. Consultant shall be bound by the written opinion issued by CareerSource Pinellas. Where the Consultant's nepotism guidelines or law are more stringent than the above requirement, these guidelines or state law shall be followed instead. Neither Consultant nor any individual whose salary is funded in whole or in part under this agreement, or who is responsible for carrying out the obligations under this agreement for the Consultant shall enter into a contract

and/or purchase goods and/or services with funds made available under this agreement from a member of that individual's immediate family.

- r. Davis Bacon Act: Consultant agrees to apply Davis Bacon wage rates to projects funded under this Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Consultant's regular work force. Prior to making any determination not to pay Davis Bacon wages for any construction type program funded by this Agreement, Consultant shall request a waiver from CareerSource Pinellas.
- s. Prohibition - Criminal Activities: Consultant shall not serve ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any monies, funds, assets or property which are the subject of this Agreement or Amendments hereto. If Consultant violates this provision, Consultant shall be subject to the sanctions and to applicable criminal provisions of Florida State Statutes and the United States Code. The Consultant shall also be subject to the immediate suspension of payments by CareerSource Pinellas under this Agreement and Amendments thereto and immediate termination by CareerSource Pinellas of this Agreement and any Amendments hereto.
- t. Prohibition - Solicitations and Gratuities: Consultant agrees and understands that no officer or employee of the Consultant shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential Consultant or employer or from any staff person or elected official connected with CareerSource Pinellas or their governing boards.
- u. Prohibition - the Payment of Fees: Consultant agrees and understands that no funds provided for by this Agreement or Amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a program except as may be provided in accordance with this agreement.
- v. Child Labor Laws: Consultant shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement or Amendments hereto.
- w. Trafficking Victims Protection Act of 2000: Pursuant to 2 CFR 175.15(b), during the term of this Agreement, Consultant and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of any Statement of Work made pursuant to this Agreement.
- x. Certification Regarding Environmental Tobacco Smoke: Pursuant to Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
- y. Collective Bargaining Agreements: Consultant agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining agreement in effect during the course of this Agreement.
- z. Unions: Consultant shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Consultant/participant may be placed into, or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Consultant shall make every effort to relocate Consultants who wish to remain working, into suitable positions unaffected by the work stoppage. Consultant shall not require any

participant or recipient in a position funded by this Agreement to join a union in order to receive services unless the participant or recipient is subject to a collective bargaining agreement containing a union security provision.

- aa. Working Conditions: Consultant agrees that conditions of work activities, employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the Consultants.
- bb. Contract Work Hours and Safety Standards Act: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- cc. Insurance and Bonding: During the term of this Agreement, Consultant shall maintain adequate Professional Liability Insurance for the Services considered herein and Consultant shall supply CareerSource Pinellas a Certificate of Insurance naming CareerSource Pinellas as an additional insured on such policy upon signature of this Agreement.
- dd. Rights and Remedies Not Waived: No payment by CareerSource Pinellas to Consultant shall be construed as a waiver by CareerSource Pinellas or any breach or default of Consultant in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CareerSource Pinellas with respect to such breach or default; nor shall any assent by CareerSource Pinellas expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- ee. Conflict of Interest: Consultant asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource member or other elected official in order to obtain this contract award. Consultant asserts and assures that it is in compliance with the Florida Statutes conflict of interest restrictions.
- ff. Code of Conduct: Consultant agrees to abide by CareerSource Pinellas's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CareerSource Pinellas's own Code of Conduct. It is the Consultant's responsibility to request and secure a copy of the Code of Conduct. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to performance under this agreement. Consultant agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CareerSource, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CareerSource or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this

section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- gg. Performance: Consultant represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in Articles 3 and Article 5, and to provide and perform such Services to CareerSource Pinellas's satisfaction for the agreed compensation.
- hh. Consultant shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of Services under this Agreement.
- ii. Consultant shall perform its duties, obligations, and Services under this agreement in a skillful, respectable and cost conscious manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of CareerSource Pinellas shall be comparable to the best local, state, and national Services.
- jj. Drug Free Work Place: The Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR 182 require that all organizations receiving funds from any Federal agency maintain a drug-free workplace. The Consultant must notify the person listed under Notice if an employee of the consultant is convicted of violating a criminal drug statute.
- kk. Energy Efficiency: The Consultant shall comply with environmental standards which may be prescribed pursuant to the following a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; b) notification of violating facilities pursuant to EO 11738; c) protection of wetlands pursuant to EO 11990; d) evaluation of flood hazards in flood plains in accordance with EO 11988; e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S. C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); h) compliance with mandatory standards and policies relating to energy efficiency which are contained the State of Florida's Energy Conservation Plan, (P.L.94-163); and h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- ll. Whistleblower Protection: No employee of an organization receiving funds under WIOA may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste, a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule or regulation related to a contract awarded. Consultant shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Consultant, subcontractor, or other person who has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds. (Whistleblower Protection Act of 1989).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first set above.

CareerSource Pinellas:

By: Jennifer Brackney
Name: Jennifer Brackney
Title: Chief Executive Officer

Consultant: Securance Consulting

By: [Signature]
Name: Paul Ashe
Title: President

ATTACHMENT A

SCOPE OF SERVICES

SECTION I: SCOPE:

Consultant will assist CareerSource Pinellas by supplying virtual CIO services (the "Services"). Such Services shall include but not be limited to:

- Strategic guidance to maintain and build out the current technology environment.
- Project management leadership of Client's managed services provider (MSP).
- Technical though leadership regarding the appropriate direction of technology for CareerSource Pinellas.
- Technology evaluations.
- Technology build versus buy decision tree analysis.
- Technology budget needs analysis.
- Interactions with cyber-security firm.

To accomplish this, Consultant will staff this project with one or more vCIOs as appropriate. Consultant will provide a Client Assistance Memo to CareerSource Pinellas prior to commencing the project. Consultant will have full access to all CareerSource Pinellas participants and personnel, as required, but in such a way as to cause the least amount of inconvenience to CareerSource Pinellas staff.

Consultant shall conduct progress meetings with CareerSource Pinellas on a regular basis but no less frequently than monthly.

The approach to strategic planning is designed to ensure that the Committee is provided with the following key items:

- Data to drive decision making.
- Time to allow for deliberation and reflection.
- Information on best practices based on Consultant's experience in technology evaluations.

The process is designed to accomplish the following:

- Engage the board, staff and stakeholders in a robust process;
- Create a strategy and identify strategic priorities that guide the organization to improve their technology; whether by build or purchase.

The outcome is to assist with a final decision for CareerSource to update their technology.

SECTION II: SCHEDULE:

The schedule will be as follows:

First Twelve (12) weeks of the project include Twelve (12) hours of vCIO Services per week.

The additional forty (40) weeks of the project include Eight (8) hours of vCIO Services per week.

SECTION III: BUDGET

The hourly rate for the above Services shall be One Hundred and Seventy Five Dollars (\$175.00) per hour. This hourly rate includes all indirect cost and all direct expenses, including mileage. Indirect costs include rent, telephone lines and online services, postage, accounting services, insurance and licensing fees, equipment and maintenance, and office supplies.

GRAND TOTAL: \$81,200.00