

FISCAL AND GRANT RECIPIENT SERVICES AGREEMENT

This Fiscal and Grant Recipient Services Agreement made on the date last signed, by and between North Florida Workforce Development Board, Inc. (hereinafter "NFWDB") having a business address of 705 East Base St., Madison, FL, 32340, and the Citrus Levy Marion Regional Workforce Development Board, Inc. (hereinafter "CLMRWDB") having a business address of 3003 S.W. College Road, Suite 205, Ocala , Florida 34474

SECTION 1: FISCAL AND GRANT RECIPIENT SERVICES TO BE PERFORMED.

In consideration of the fee set forth in Section 2, CLMRWDB agrees to perform the following services for NFWDB:

- (i) Overall financial management services, including receipt of grant funds from the State of Florida and associated cash management duties;
- (ii) Establishment of bank services, with appropriate supporting documents supplied by NFWDB;
- (iii) provision of bookkeeping and accounting services, including payment of bills on behalf of the NFWDB;
- (iv) reporting of expenditures to the State of Florida;
- (v) preparation and submittal of financial reports to the Board;
- (vi) assistance in financial and budgetary planning;
- (vii) provision of payroll services;
- (viii) provide NFWDB, at its expense, an A-133 audit using the audit firm selected by CLMRWDB as required by the State;
- (ix) provide staff to assist NFWDB in any monitoring of its program and financial transactions by the State of Florida and as appropriate, collaborate on any monitoring response and corrective action requirements;
- (x) provision of such other services as the parties may jointly agree to in writing subsequent to their entry into this agreement; and
- (xi) provide NFWDB a budget for the above listed services from which to recover its expenses

SECTION 2: NFWDB RESPONSIBILITIES AND DUTIES.

NFWDB, shall be responsible for all the following:

- (i) development of its workforce plan and budget and gaining appropriate State approvals;
- (ii) providing CLMRWDB with budgeting information that allows CLMRWDB to establish the proper financial accounts and reports to comply with its duties under Section 1, above.
- (iii) Complying with all federal and state laws and regulations that pertain to the documentation, allowability and propriety of federal funds, the NFWDB administrative plan and procurement policy to ensure that expenses paid by CLMRWDB are allowable, reasonable and necessary for the conduct of their business.
- (iv) Providing CLMRWDB the supporting documents required to support the payment of expenses on behalf of NFWDB.
- (v) All records of capital property will be retained by NFWDB. NFWDB will be responsible

for all inventory and property management functions associated with property and will provide CLMRWDB will copies of its property records for the purpose of financial audits and monitoring.

- (vi) Accept financial responsibility for any costs disallowed as a result of the failure to comply with (iii), above, including any costs incurred by CLMRWDB in defense of NFWDB in contesting repayment claims.

SECTION 3: FEES.

NFWDB shall reimburse CLMRWDB for staff salaries and benefits associated with the provision of services pursuant to this agreement, for all direct charges associated with the above, including but not limited to charges for mileage, travel expense, supplies, consumables, any equipment purchased by CLMRWDB for the performance of CLMRWDB's efforts under this agreement (which equipment shall be and remain the property of NFWDB), and, if required a proportional share of CLMRWDB's indirect expenses. CLMRWDB shall report its costs as part of the financial reports mentioned in Section 1, and deduct those costs from NFWDB funds.

This contract shall not exceed \$55,000 annually, however, the amount may be examined by both Boards annually to determine, if upon annual renewal, the amount should change. These fees shall be reviewed periodically and revised as necessary, with the agreement of both parties.

SECTION 4: TERM.

This Agreement shall commence upon the date signed by the last party to sign and end at midnight on June 30, 2022. Either party may cancel this Agreement upon thirty (30) days' notice. The terms of this agreement may be extended for three additional years (for a total of four) by a simple letter requesting such by NFWDB and accepted by CLMRWDB. This contract is renewable through June 30, 2025.

SECTION 5: INDEPENDENT CONTRACTOR STATUS.

The relationship of CLMRWDB to NFWDB is that of independent contractor. Nothing in this agreement shall be construed as constituting a partnership, joint venture or agency between CLMRWDB and NFWDB.

SECTION 6: INDEMNITY.

NFWDB agrees to release, indemnify, defend and hold harmless from and against any and all losses, claims, liens, demands or causes of action of every kind and character, including the amount of disallowed costs, fines, judgments, penalties, interest, court costs, attorneys fees and other costs of every type and kind incurred by CLMRWDB in defense of the same, arising in favor of any party which results from CLMRWDB's compliance or execution of any instruction, order, request or demand of NFWDB.

CLMRWDB agrees to release, indemnify, defend and hold harmless from and against any and all losses, claims, liens, demands or causes of action of every kind and character, including the amount of disallowed costs, fines, judgments, penalties, interest, court costs, attorneys fees and other costs of every type and kind incurred by NFWDB in defense of the same, arising in favor of any party resulting from acts of CLMRWDB which (1) fail to comply with orders, requests or demands of NFWDB (2) are outside the scope of CLMRWDB's authority under this Agreement

(3) constitute negligent or reckless conduct on the part of CLMRWDB.

SECTION 7: MISCELLANEOUS.

(i) No Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which, because of the nature of the parties' respective obligations under this agreement, may be declined by such party for any reason or for no reason whatsoever.

(ii) Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and will be deemed effective when delivered in person or sent by facsimile, cable, telegram or telex, or by overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth above.

(iii) Amendment. This Agreement may be amended, and the observance of any term may be waived (either prospectively or retroactively and either generally or in a particular instance) only by written amendment signed by authorized representatives of the parties to the agreement.

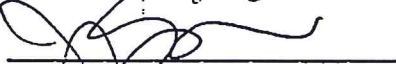
(iv) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to doctrines of conflicts of laws.

(v) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written understandings and agreements between the parties regarding the subject matter addressed in this Agreement.

IN WITNESS, the parties have caused this Fiscal and Grant Recipient Services Agreement to be duly executed and delivered, effective as of the date specified above.

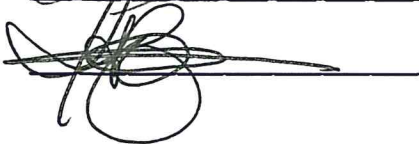
Witnesses:





Witnesses:





North Florida Workforce
Development Board, Inc.



Daniel Collins, Vice Chair

Citrus Levy Marion Regional
Workforce Development Board, Inc.



Kim Baxley, Chair