



January 8, 2024

LETTER CONTRACT No. CSB18-507-24008  
Fiscal Agent Services

This Fiscal Agent Agreement ("Agreement") is entered into between Brevard Workforce Development Board, Inc., dba, CareerSource Brevard (hereinafter referred to as "CSB"), with a business address at 297 Barnes Blvd., Rockledge, Florida 32955, and Workforce Development Board of Flagler and Volusia Counties, Inc., dba, CareerSource Flagler Volusia (hereinafter referred to as "CSFV"), having a business address at 329 Bill France Blvd., Daytona Beach, Florida, 32114. This agreement is subject to immediate cancellation, without penalty, in the event the Interlocal Agreement amendments with CareerSource Flagler Volusia, CareerSource Brevard and Flagler and Volusia Counties are not amended in a timely manner. This Agreement is effective as of January 8, 2024.

WITNESSETH:

WHEREAS, CSFV seeks to engage an independent contractor to provide fiscal agent services, and

WHEREAS, CSB has agreed to provide such services for the benefit of CSFV.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

**SECTION 1: DUTIES/RESPONSIBILITIES OF CSB FOR FISCAL AGENT SERVICES:**

In consideration of the fee outlined in Section 3, CSB agrees to perform the following fiscal agent services for CSFV:

- I. Overall financial management services, including receipt of grant funds from the State of Florida and associated cash management duties.
- II. Ensure sustained fiscal integrity and accountability for expenditures in accordance with Office of Management and Budget circulars, WIOA, and corresponding Federal Regulations and State policies.
- III. Respond to audit and monitoring financial findings
- IV. Maintain proper accounting records and adequate documentation.
- V. Prepare financial reports.
- VI. Provide technical assistance to subrecipients regarding fiscal issues.
- VII. Procure contracts or obtain written agreements.
- VIII. Financial policies that need to be changed to tighten internal controls, create sound financial processes and/or help with the future consolidation will be brought to

CareerSource Flagler Volusia's Executive/Finance Committee and/or Board of Directors for approval.

- IX. Ensure an independent audit of all employment and training programs at CSFV's expense.
- X. Access and manage all CSFV's established bank accounts
- XI. Provision of bookkeeping and accounting services, including payments on behalf of CSFV
- XII. Report of expenditures to the State of Florida
- XIII. Preparation, submittal and presentation of financial reports to CSFV's Board of Directors at board and/or committee meetings
- XIV. Provision of payroll services
- XV. Provision of other services as jointly agreed in writing

#### SECTION 2: DUTIES AND RESPONSIBILITIES OF CSFV:

- I. Develop, update, and manage the CSFV WIOA Local Workforce plan, gaining appropriate state approvals.
- II. Develop, update and manage the CSFV budget providing CSB with the most current budget information to establish proper financial controls and accounts and to fulfill its reporting requirements.
- III. Comply with all federal and state laws and regulations related to the documentation, allowability and propriety with respect to the use of federal funds, State funds and local polices including procurement.
- IV. Provide CSB the supporting documents to justify the payment of expenses on behalf of CSFV.
- V. Retain records of CSFV's capital property, carry out inventory and property management functions, and provide records for financial audits and monitoring.
- VI. Accept financial responsibility for any costs disallowed as a failure to comply with Section 2:III above, including any costs incurred by CSB in defense of CSFV in contesting repayment claims.

#### SECTION 3: FEES

CSFV shall compensate CSB for expenses associated with services provided under this Agreement, including staff salaries, benefits, direct charges, and equipment (remaining the property of CSFV). The total cost shall not exceed \$262,470, subject to review as needed for adjustments. See Attachment A.

CSB shall report its costs as part of the financial reports per Section 1 and deduct those costs from CSFV funds.

#### SECTION 4: TERM, RENEWAL, TERMINATION

This Agreement shall commence on January 8, 2024 and end on the date of official designation of the consolidation of CSB and CSFV. Either party may notify the other party of its desire to terminate this Agreement with written notice at least thirty (30) days before the termination date.

#### SECTION 5: INDEPENDENT CONTRACTOR STATUS

CSB is an independent contractor to CSFV, and no partnership, joint venture, or agency relationship is created by this Agreement.

#### SECTION 6: INDEMNIFICATION\*\*

Each Party shall indemnify the other and hold the other harmless from any damages and liabilities arising from any breach of each party's respective warranties as defined in this agreement.

#### SECTION 7: MISCELLANEOUS

1. Assignment prohibited. This full Agreement may not be assigned without the prior written consent of the other party.
2. Amendment. This Agreement may be amended only by written agreement signed by both parties.
3. Applicable Law. This Agreement is governed by the laws of the State of Florida.
4. Venue, Attorneys Fees, Waiver of Jury Trial. Legal proceedings shall take place in a court of competent jurisdiction in Volusia County, Florida. Each party is responsible for its attorney's fees. The parties waive the right to a jury trial.
5. Subcontracting Provision.
  - a. Subcontracting Authorization:  
CSB is hereby authorized to engage and utilize subcontractors as deemed necessary for the successful performance and completion of the contracted services outlined in this agreement.
  - b. Qualifications of Subcontractors:  
CSB shall ensure that all subcontractors possess the necessary qualifications, licenses, and certifications to perform the designated tasks.  
CSB shall be responsible for the actions and performance of all subcontractors engaged under this provision.
  - c. Continuity of Performance:  
The engagement of subcontractors shall not relieve CSB of its responsibilities and obligations under this contract.  
CSB shall ensure seamless coordination and communication between itself and subcontractors to maintain the integrity of the contracted services.

#### SECTION 8: Clauses Incorporated by Reference

The following clauses are hereby incorporated into the Agreement by reference, with the same force and effect as if they were given in full text. The full text of the provision may be accessed electronically at these addresses:

- United States Code (USC):

[<http://uscode.house.gov/download/download.shtml>](<http://uscode.house.gov/download/download.shtml>)

- Code of Federal Regulations (CFR):

[<http://www.access.gpo.gov/nara/cfr/waisidx/>](<http://www.access.gpo.gov/nara/cfr/waisidx/>)

- Federal Register (FR):

[<http://www.gpoaccess.gov/fr/index.html>](<http://www.gpoaccess.gov/fr/index.html>)

- Florida Statutes (FS):

[<http://www.flsenate.gov/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>](<http://www.flsenate.gov/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>)

- State Workforce Board Guidance, Policy, Memoranda, Communiques, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]): [<http://www.floridajobs.org/workforce-board-resources>](<http://www.floridajobs.org/workforce-board-resources>)

- Executive Orders (EO): [<http://www.archives.gov/federal-register/executive-orders/disposition.html>](<http://www.archives.gov/federal-register/executive-orders/disposition.html>)

- Office of Management and Budget (OMB):

[<http://www.whitehouse.gov/omb/circulars/index.html>](<http://www.whitehouse.gov/omb/circulars/index.html>)

- Federal Information Processing Standards (FIPS):

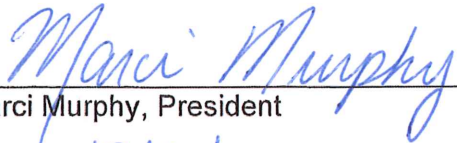
[<http://csrc.nist.gov/publications/PubsFIPS.html>](<http://csrc.nist.gov/publications/PubsFIPS.html>)

- US Department of Labor/Employment & Training:

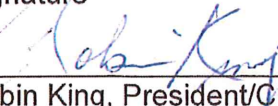
[<https://www.doleta.gov/wioa/>](<https://www.doleta.gov/wioa/>)

If the terms of this Agreement are agreeable to you, please indicate your acceptance by signing below and returning it to CareerSource Brevard to the attention of James Watson, Vice President of Operations. Please retain a copy for your records.

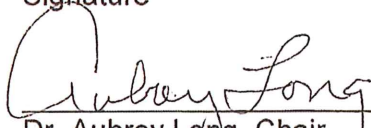
Brevard Workforce Development Board,  
Inc., dba, CareerSource Brevard  
Signature

  
\_\_\_\_\_  
Marci Murphy, President  
Date: 12/21/2023

Flagler Volusia Workforce Development  
Board Inc., dba, CareerSource Flagler Volusia  
Signature

  
\_\_\_\_\_  
Robin King, President/CEO  
Date: 12/20/2023

Flagler Volusia Workforce Development Board Inc.,  
dba, CareerSource Flagler Volusia  
Signature

  
\_\_\_\_\_  
Dr. Aubrey Long, Chair  
Date: 12/20/2023