

**FIRST AMENDMENT TO
COST REIMBURSEMENT/PERFORMANCE BASED CONTRACT**

**BETWEEN ALACHUA BRADFORD WORKFORCE DEVELOPMENT BOARD
d/b/a
CAREERSOURCE NORTH CENTRAL FLORIDA**

AND

**CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
(CLMRWDB)
d/b/a
CAREERSOURCE CITRUS LEVY MARION**

TO PROVIDE INTERIM ADMINISTRATIVE ENTITY SERVICES

This First Amendment to the Contract, entered into by and between Alachua County, Florida, a charter county and a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY"), pursuant to the authority granted to the COUNTY pursuant to federal and state law, and pursuant to the *Second Amendment to the Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida*, on behalf of the Alachua/Bradford Workforce Development Board d/b/a CAREERSOURCE NORTH CENTRAL FLORIDA, (hereinafter referred to as "CSNCF"), collectively, the COUNTY and CSNCF are hereinafter referred to as "GRANTOR", and the Citrus Levy Marion Regional Workforce Development Board, Inc. d/b/a CareerSource Citrus Levy Marion, hereinafter referred to as "CSCLM" or "Contractor."

WHEREAS, on February 3, 2020, the parties entered into the Contract for Interim Administrative Entity Services; and

WHEREAS, pursuant to the Contract, Contractor agreed to provide interim AE Services to CSNCF under the Workforce Programs as a sub-recipient; and

WHEREAS, the parties desire to amend the Contract, as provided herein, to authorize and provide budget for Contractor to hire an interim CFO and support staff, all on a cost reimbursement basis.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Contract as follows:

1. Section 4.a. of the Contract is amended and replaced to read as follows:

4.a. This is a cost-reimbursement contract. During the Term of this Contract, the Contractor shall be paid in accordance with Section 3.b. of this Contract in a total amount that SHALL NOT EXCEED \$452,447.12.

- 2. The Authorization to Incur Travel Expenses for All Staff exhibit to the Contract is amended and replaced with the Amended Authorization to Incur Travel Expenses for All Staff exhibit attached hereto and incorporated by reference.**
- 3. Exhibit II to the Contract is hereby amended and replaced with the Amended Exhibit II – Statement of Work/Scope of Work attached hereto and incorporated by reference.**
- 4. Exhibit III to the Contract is hereby amended and replaced with the Amended Exhibit III – Budget/Budget Narrative attached hereto and incorporated by reference.**
- 5. This First Amendment shall take effect immediately upon execution by both parties.**
- 6. Save and except as expressly amended herein, all other terms and provisions of the Contract shall remain in full force and effect.**

[This space was intentionally left blank]

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

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ON BEHALF OF THE ALACHUA/BRADFORD
LOCAL WORKFORCE DEVELOPMENT BOARD
D/B/A CAREERSOURCE NORTH CENTRAL FLORIDA**

**CITRUS LEVY MARION
REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC.
D/B/A CAREERSOURCE CITRUS
LEVY MARION**

BY: _____
Signature

Robert Hutchinson, Chair
Board of County Commissioners

Date

ATTEST:

J.K. "Jess" Irby, Esq.
Clerk

Approved as to Form

County Attorney's Office

BY: _____
Signature

Rachel Riley, Chair
Typed Name of Signee

Date

WITNESSES:

Signature

Signature

**Amended AUTHORIZATION TO INCUR TRAVEL EXPENSES FOR ALL STAFF
As amended by the First Amendment
February 1, 2020 – June 30, 2020**

Contractor/Provider/Agency: Career Source Citrus Levy Marion

STAFF NAME	POSITION/TITLE	TRAVEL ESTIMATE AMOUNT
Rusty Skinner	CEO	1,353.20
Kathleen Woodring	EVP	600.00
Dale French	Director of Operations	350.00
Cory Weaver	Assistant Operations Director	200.00
Lena Hadley	Support Specialist	100.00
Phyllis Marty	Program Development Mgr	300.00
John Garri	Interim CFO	906.00
Region 8 IT Team	IT Support	1,750.00

Travel Justification: Attends local, community and out-of-state meetings, board/committee meetings, partner workgroups, meetings with subcontractors, training opportunities, events and conferences requiring vicinity mileage travel.

Agency Representative's Name: _____

Signature

Date

Approved by
Alachua County Board of County Commissioners,
on behalf of CareerSource North Central Florida:

Robert Hutchinson, Chair

Date

Amended EXHIBIT II - Statement of Work/Scope of Work

As amended by the First Amendment

CareerSource Citrus Levy Marion (CSCLM) proposes to support the Alachua county and CSNCF as its Interim Administrative Entity by performing the following services;

1. CSCLM agrees to provide temporary employment and payroll services for designated CSNCF staff and provide employment benefits consistent with those provided to regular employees of CSCLM. It is understood that the temporary CFO will be a temporary employee for a period of 90 days. The other temporary CSNCF employees will be retained in their temporary capacity until June 30, 2020 or whenever CSNCF establishes its own staffing structure and its own employment ability, whichever occurs first. CSNCF temporary employees' payroll will be maintained as a separate payroll within CSCLM's payroll system and the cost for this service will be billed monthly.
2. Supervise and manage temporary CSNCF staff, until such time as CSNCF and the County agree on the future structure of CSNCF and hire a leadership team;
3. Provide technical assistance and coordinate strategies and actions for resolving issues cited in the DEO Report with the CSNCF Chair, and the County;
4. Assist CSNCF and the County in paying vendors and contractors by:
 - a. Through CSNCF staff, process payment requests to DEO for approval;
 - b. Through CSNCF staff, retain invoices and supporting documentation for future detailed entry into the CSNCF finance system;
 - c. Coordinate with the bank or a County/CSNCF selected accounting firm to issue checks; and,
 - d. Drawdown CSNCF funds, by NFA, to replenish CSNCF bank accounts.

In any action regarding finances it is understood that CSCLM is acting on DEO approved invoices and is not making any financial approvals or otherwise providing specific invoice approval or payment approvals. It is executing actions approved by DEO and/or the CSNCF or the County.

5. Provide overall technical assistance in support of the CSNCF and Alachua and Bradford Counties in planning and implementing a restructuring of the Board and the Interlocal Agreement.
6. Implementing, on behalf of the CSNCF and Alachua and Bradford Counties, the plan approved based upon (5) above.
7. Assist the County and CSNCF in developing and submitting its Local Workforce Services Plan to the State, using CSNCF staff and a contractor selected by CSNCF who will be retained under a contract with CSNCF.
8. Providing IT support and planning using a subcontractor to CSCLM, CareerSource Northeast Florida (CSNEFL) whose fees are included in this proposal.
9. Assisting the County and CSNCF in hiring its leadership team.
10. Providing such other technical assistance and management services as jointly agreed upon, with budget amendments if required.
11. Provide training to CSNCF and DWS staff as needed to progress forward. (Examples: EO, Atlas, EF, MIP and Gazelle, etc.).

12. Recording expenditures by cost category and NFA in DEO's SERA for reporting monthly. Assist new CSNCF staff in learning system and reporting appropriately.
13. Assist with policy and procedures writing and implementation to address deficiencies.

CSCLM plans to use its leadership team and, if necessary, other key staff to support the above. Costs for exempt staff shall be at the rates listed in Exhibit III - following. Non-Exempt staff costs will be at their regular rate, however, if their time exceeds FLSA limits, it will be billed at one and a half (1.5) times their regular hourly rate. Time records for all staff will be maintained under a separate billing code in their timesheets. Any travel will be maintained on a separate monthly travel form.

Amended EXHIBIT III – Budget/Budget Narrative

As amended by the First Amendment

Executive Staff/Board Administration: \$291,364.11

Rates include fringe benefits, including health, dental, life, ST disability and retirement for both Contractor and CSNCF positions.

Contractor (“CSCLM”) reserves the right to substitute other CSCLM staff if additional expertise is needed, but will not exceed total staff costs. Rate of pay for CSCLM staff is the same rate of pay as established by the CSCLM Board for the individuals who provide AE services to CSNCF. CSCLM will add additional CSNCF staff at the request of the COUNTY with the appropriate budget amendment.

CSCLM Staff Positions¹

Name/Position	Weeks	Hours/Wk	Rate#	Total
Rusty Skinner	21.4	45	\$ 80.42	\$ 77,444.46
Kathleen Woodring	21.4	35	\$ 66.02	\$ 49,448.98
Laura Byrnes- Communications	21.4	2	\$ 45.80	\$ 1,960.03
Dale French- Direct Provider/contracts/RSO	21.4	15	\$ 55.37	\$ 17,773.77
Cory Weaver- Performance mgt/Reports	21.4	10	\$ 41.01	\$ 8,776.14

CSNCF Staff Positions

Name/Position	Weeks	Hours/Wk	Rate#	Total
Phyllis Marty Program Dev Mgr	21.4	40	\$ 34.14	\$ 29,224.78
Dhanya Nair Executive Asst	21.4	40	\$ 25.97	\$ 22,234.51
Lena Hadley Support Specialist	21.4	40	\$ 25.32	\$ 21,676.66
Financial Support	21.4	40	\$ 34.14	\$ 29,224.78
Jon Garri CFO	14.0	40	\$ 60.00	\$ 33,600.00

1. CLM staff will have separate time codes for CSNCF hours; travel will be recorded on separate mileage forms.

IT Services: \$25,825.00

Transition Services Contract @ \$1125.00 per weekly at 21.4 weeks = \$24,075.00

IT Travel: 5 months @ an average of 786.52 miles per month at \$0.445 per mile = \$1,750.00

Staff Travel: \$3,809.20

Staff travel to and from CSNCF offices located in Gainesville and Starke at an average of 400 miles weekly X 21.4 weeks at .445 per mile.

Total: \$320,998.31

Indirect Cost Rate² @ 25.95%: \$83,299.06

Allocable Costs @ 15%: \$48,149.75

Total Funding Request: \$452,447.12 [All services under this Contract will be billed at cost]

2. The indirect cost rate used in this Exhibit III, 25.95%, is CSCLM's current approved indirect cost rate. Receipt of funding from CSNCF will increase CSCLM's base which will, in effect, cause a decrease to the 25.95% indirect cost rate. CSCLM will monitor the actual indirect costs and the resulting rate closely to insure that CSNCF is not over charged, and any overpayments made to CSCLM will be refunded to CSNCF.