



**Executive Committee
College of Central Florida
Enterprise Center, Suite 206
Ocala, FL**

AGENDA

Wednesday, March 4, 2020 – 9:30 a.m.

<http://careersourceclm.adobeconnect.com/executive3-4-2020/>

Conference Call: 1-866-848-2216 – after prompt, enter code 5355193397#

Call to Order		R. Riley
Roll Call		C. Schnettler
Approval of Minutes, January 23, 2020	Pages 2 - 3	R. Riley

DISCUSSION ITEMS

Local Plan		D. French
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ACTION ITEMS

Budget Amendments 7/1/19 – 12/31/19	Pages 4 - 12	R. Skinner
By-Laws	Pages 13 - 34	R. Skinner
Amendment to CSNCFL Contract	Pages 35 - 43	R. Skinner

PROJECT UPDATES

Board Appointments by Consortium		R. Skinner
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MATTERS FROM THE FLOOR

ADJOURNMENT

2019 – 2020 MEETING SCHEDULE

Business and Economic Development	Performance/ Monitoring	Marketing/ Outreach	Career Center	Executive	Full Board	
All committee meetings are held at the CF Ocala Campus, Enterprise Center, Room 206						
Thursday, 9:00 am	Tuesday, 9:00 am	Wednesday, 9:00 am	Thursday, 9:30 am	Wednesday, 9:30 am	Wednesday, 11:30 am	
2/6/2020	1/14/2020	2/12/2020	2/20/2020	3/4/2020	3/11/2020	CF Lecanto
5/14/2020	5/5/2020	5/13/2020	5/7/2020	5/27/2020	6/3/2020	CF Ocala

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



**CAREERSOURCE CITRUS LEVY MARION
Executive Committee**

MINUTES

DATE: January 23, 2020
PLACE: College Of Central Florida, Enterprise Center, Building 42, Ocala, FL
TIME: 1:30 p.m.

MEMBERS PRESENT

Albert Jones
Fred Morgan
Kathy Judkins
Kimberly Baxley
Pete Beasley
Rachel Riley

MEMBERS ABSENT

Charles Harris
Ted Knight

OTHER ATTENDEES

Kathleen Woodring, CSCLM
Rusty Skinner, CSCLM
Dale French, CSCLM

Cira Schnettler, CSCLM
Robert Stermer, Attorney

CALL TO ORDER

The meeting was called to order by Rachel Riley, Chair, at 1:33 p.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

APPROVAL OF MINUTES

Kathy Judkins made a motion to approve the minutes from the December 11, 2019, meeting. Pete Beasley seconded the motion. Motion carried.

DISCUSSION ITEMS

None

ACTION ITEMS

Eckerd Budget Modification

Fred Morgan made a motion to approve the Eckerd budget modification. Pete Beasley seconded the motion. Motion carried.

YouthBuild Grant Acceptance

Rachel Riley asked if there was an increase to the budget. Dale French explained that

there was a decrease based on the amount utilized from the last grant awarded, which came in under budget. This particular grant requires a 25% community partner match. In this case, the community partner is Habitat for Humanity. Keeping this in mind, the budget is created to be as close to actual as possible. Pete Beasley made a motion to accept the YouthBuild grant. Kathy Judkins seconded the motion. Motion carried.

Work Based Training Policy

Kathy Judkins made a motion to add the Work Based Training Policy to the local policy catalog. Pete Beasley seconded the motion. Motion carried.

CareerSource CLM Contract with Alachua County

Rusty Skinner provided a summary of recent staff assistance to CSNCFL. Funding logistics continue to be fine-tuned. A temporary CFO has been identified, but a start date has not been established yet. Workforce Dynamics continues to assist customers in both centers. Four staff members were retained from the previous administrative entity and are assisting with the transition. Rusty Skinner further explained that four workforce board representatives will attend the February 11, Alachua County BOCC meeting to present a variety of workforce board structures. The attached contract would be sent to Alachua County and would be presented at their next BOCC meeting on January 28. Kathleen Woodring referenced a question from Al Jones regarding staff time outlined on page 49 of the contract. Kathleen Woodring explained that the staff budget is created to provide flexibility with staffing, in case other staff members need to provide assistance that are not listed specifically. Rusty Skinner explained that the budget is robust to create flexibility. Actual figures should be significantly less than outlined. Pete Beasley made a motion to approve the contract. Fred Morgan seconded the motion. Motion carried.

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

Rusty Skinner asked the committee members for assistance with retaining board members for the vacancies in Citrus, Levy, and Marion.

ADJOURNMENT

There being no further business, the meeting was adjourned at 2:22 p.m.

APPROVED:



RECORD OF ACTION/APPROVAL

Executive Committee Wednesday, March 4, 2020

TOPIC/ISSUE:

Updated 2019 budget and budget/expenditures summary reports from 7/1/19-12/31/19.

BACKGROUND:

POINTS OF CONSIDERATION:

1. Budget (attachments 1 & 2) was updated for the below:
 - New Apprenticeship Expansion \$149,748
 - Emerging Initiatives Foundational Skills \$20,833
 - New Youth Build \$740,737
 - WIOA Performance Incentives \$25,144
 - Technical Assistance for board 9 \$40,000
 - Removal of Reemployment Assistance \$20,979 (per state no funding this year).
 - Removal of an Apprenticeship Expansion \$52,500 (this was for some businesses and schools in Citrus county which are no longer available due to the funds being awarded late). We are returning to state.
2. Summaries for expenditures to budget (from approved budget on 9/18/19) line items cumulative through 12/31/19 (attachments 3 & 4).

STAFF RECOMMENDATIONS:

Approve updated 2019 budget and budget/expenditures reports 7/1/18-12/31/19.

COMMITTEE ACTION:

BOARD ACTION:

ATTACHMENT 1											
BUDGET - CSCLM											
PY 2019(JULY 2019 - JUNE 2020)											
3/4/2020	ADULT	YOUTH	TAA	DISL. WORKER	Apprenticeship 1	Apprenticeship 3	SOFT SKILLS	SECTOR STRATEGIES	RURAL INITIATIVES	VOC REHAB	WAGNER PEYSER
REVENUE											
P.Y. 2019 CONTRACTS	1,379,079	1,350,556	6,300	939,480	94,220	149,748	62,625	215,369	31,250	22,016	182,040
CARRYFORWARD	76,693	837,753	-	-	-	-	-	-	-	-	116,746
INCENTIVES/SUPPLEMENTAL	182,357	-	-	720,048	-	-	-	-	-	-	8,860
TRANSFER	1,084,900	-	-	(1,084,900)	-	-	-	-	-	-	-
TOTAL REVENUE	2,723,029	2,188,309	6,300	574,628	94,220	149,748	62,625	215,369	31,250	22,016	307,646
EXPENDITURES											
TOTAL ITA	31.01%										
TRAINING:											
ITA %	30%			36%							
ITA/TRAINING	263,000	-	5,300	5,000	17,000	30,000	-	90,000	-	-	-
OJT	60,000	-	-	-	-	-	-	-	-	-	-
EMPLOYED WORKER	35,000	-	-	922	-	-	-	-	-	-	-
INTERNSHIPS	90,000	-	-	-	-	-	-	-	-	-	-
ECKERD	-	-	-	-	-	-	-	-	-	-	-
TRAINING STAFF	290,000	-	-	180,000	-	-	-	-	-	-	-
TOTAL TRAINING	738,000	-	5,300	185,922	17,000	30,000	-	90,000	-	-	-
OPERATING:											
SUPPORTIVE SVS.	18,000	339,717	-	1,000	6,500	-	-	-	-	-	-
DIRECT CHARGE (STAFF)	11,000	-	-	6,000	-	-	46,000	-	-	1,500	-
ECKERD	15,000	829,464	-	11,145	-	-	-	-	-	-	-
DEO STAFF TRAVEL	-	-	-	-	-	-	-	-	-	-	11,000
OPERATING	-	40,000	-	-	49,000	-	-	50,000	11,755	-	120,000
TOTAL OPERATING	44,000	1,209,181	-	18,145	55,500	-	46,000	50,000	11,755	1,500	131,000
PROGRAM SUPPORT:											
FACILITIES	53,556	97,181	153	25,365	-	-	8,862	-	-	229	73,420
PROGRAM	101,495	130,693	-	17,712	-	-	-	-	994	127	11,083
INFORMATION TECHNOLOGY	88,448	113,893	-	15,436	-	-	-	-	867	111	9,658
OUTREACH	102,053	131,412	-	17,810	-	-	-	-	1,000	128	11,144
BUSINESS	470,735	-	-	82,151	-	-	-	-	4,612	589	-
SELF SERVICES	356,005	-	-	62,129	-	-	-	-	3,488	445	-
CAREER SERVICES	426,102	-	-	80,611	-	-	-	-	4,526	578	-
TOTAL PROGRAM SUPPORT	1,598,394	473,179	153	301,213	-	-	8,862	-	15,488	2,205	105,305
TOTAL EXPENDITURES	2,380,394	1,682,360	5,453	505,280	72,500	30,000	54,862	140,000	27,243	3,705	236,305
ADMIN POOL	264,230	48,378	620	53,530	8,237	3,408	5,332	14,965	3,095	397	19,352
GENERAL POOL	77,900	14,263	183	15,782	2,428	1,005	1,572	4,412	913	117	5,705
TOTAL INDIRECT COST RATE	342,130	62,641	802	69,312	10,666	4,413	6,903	19,377	4,008	515	25,057
BALANCE	505	443,308	45	36	11,054	115,335	859	55,992	(0)	17,796	46,284
INDIRECT RATE CALCULATION											
DIRECT TOTAL COSTS	2,380,394	1,682,360	5,453	505,280	72,500	30,000	54,862	140,000	27,243	3,705	236,305
LESS: LEASES	(39,752)	(87,372)	-	(22,982)	-	-	(7,937)	(8,282)	-	(207)	(65,978)
	-	-	-	-	-	-	-	-	-	-	-
SUBAWARD (ECKERDS)	(15,000)	(1,169,181)	-	(11,145)	-	-	-	-	-	-	-
TOTAL MTDC	2,325,642	425,807	5,453	471,153	72,500	30,000	46,926	131,718	27,243	3,498	170,327

ATTACHMENT 1													
BUDGET - CSCLM													
PY 2019(JULY 2019 - JUNE 2020)													
3/4/2020	VETERAN DVOP	ALLACHUA	WTP	SNAP	FL Corrections	BRIDGE SKILLED	EMERGING INITIATIVES	YOUTH BUILD 3	YOUTH BUILD 2	RWB 6	REA	UN- RESTR	TOTAL
REVENUE													
P.Y. 2019 CONTRACTS	21,758	40,000	1,687,825	229,824	155,716	-	20,833	740,737	-	5,501	-	-	7,334,877
CARRYFORWARD	18,818	-	88,877	74,800	-	467,403		-	472,073		50,519	353,420	2,557,102
INCENTIVES/SUPPLEMENTAL	-	-	-	-	-	-		-	-	-	-	-	911,265
TRANSFER	-	-	-	-	-	-		-	-	-	-	-	-
TOTAL REVENUE	40,576	40,000	1,776,702	304,624	155,716	467,403	20,833	740,737	472,073	5,501	50,519	353,420	10,803,244
EXPENDITURES													
TOTAL ITA													
TRAINING:													
ITA %													
ITA/TRAINING	-	-	-	-	-	95,646		-	-	-	-	-	505,946
OJT	-	-	-	-	-	-		-	-	-	-	-	60,000
EMPLOYED WORKER	-	-	-	-	-	-		-	-	-	-	-	35,922
INTERNSHIPS	-	-	-	-	-	-		-	-	-	-	-	90,000
ECKERD	-	-	-	-	-	-		-	-	-	-	-	-
TRAINING STAFF	-	-	-	-	-	-	-	-	-	-	-	-	470,000
TOTAL TRAINING	-	-	-	-	-	95,646	-	-	-	-	-	-	1,161,868
OPERATING:													
SUPPORTIVE SVS.	-	-	254,010	-	-	200		84,160	135,013	-	-	-	838,600
DIRECT CHARGE (STAFF)	-	-	391,820	93,000	56,900	36,000	-	-	-	-	-	-	642,220
ECKERD	-	-	-	-	-	-		47,444	69,036	-	-	-	972,089
DEO STAFF TRAVEL	2,000	-	-	-	-	-		-	-	-	-	-	13,000
OPERATING	3,500	31,270	-	-	11,000	-	7,837	-	-	-	-	10,000	334,362
TOTAL OPERATING	5,500	31,270	645,830	93,000	67,900	36,200	7,837	131,604	204,049	-	-	10,000	2,800,270
PROGRAM SUPPORT:													
FACILITIES	22,920	1,604	58,904	14,669	-	9,244	-	4,584	6,341	5,501	5,806	-	388,341
PROGRAM	465	-	54,637	7,868	-	-	663	-	-	-	-	-	325,738
INFORMATION TECHNOLOGY	405	2,305	47,614	6,856	-	-	578	-	-	-	-	-	286,170
OUTREACH	468	-	54,938	7,911	-	-	667	-	-	-	-	-	327,530
BUSINESS	-	-	253,409	36,491	-	-	3,075	-	-	-	-	-	851,062
SELF SERVICES	-	-	191,647	27,597	-	-	2,325	-	-	-	-	-	643,636
CAREER SERVICES	-	-	248,657	35,807	35,807	-	3,017	-	-	-	-	-	835,104
TOTAL PROGRAM SUPPORT	24,259	3,910	909,806	137,199	35,807	9,244	10,325	4,584	6,341	5,501	5,806	-	3,657,581
TOTAL EXPENDITURES	29,759	35,180	1,555,636	230,199	103,707	141,090	18,161	136,188	210,390	5,501	5,806	10,000	7,619,719
ADMIN POOL	1,037	3,723	170,731	24,657	10,826	16,030	2,063	15,473	70	-	72	1,136	667,361
GENERAL POOL	306	1,097	50,335	7,269	3,192	4,726	608	4,562	21	-	21	1,300	197,717
TOTAL INDIRECT COST RATE	1,342	4,820	221,066	31,926	14,018	20,756	2,672	20,035	90	-	93	2,436	865,078
BALANCE	9,475	0	0	42,499	37,991	305,556	(0)	584,514	261,593	0	44,620	340,984	2,318,446
INDIRECT RATE CALCULATION													
DIRECT TOTAL COSTS	29,759	35,180	1,555,636	230,199	103,707	141,090	18,161	136,188	210,390	-	5,806	10,000	7,614,219
LESS: LEASES	(20,635)	(2,416)	(52,934)	(13,182)	(8,420)	-	-	-	(5,728)	-	(5,176)	-	(341,000)
SUBAWARD (ECKERDS)	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL MTDC	9,123	32,764	1,502,702	217,018	95,287	141,090	18,161	136,188	613	-	630	10,000	5,873,844

ATTACHMENT 2	
FUNCTIONAL BUDGET	
PY 2019	
7/1/2019-6/30/2020	
Direct charge staff	642,220
Supportive/Special Svs./Operating/DEO staff trv	711,231
50% ITA	505,946
OJT	60,000
Training staff	470,000
Internships	90,000
Employed worker	35,922
Eckerd contract	972,089
Eckerd participant	474,730
Carryforward	2,318,446
Overhead	3,657,581
Indirect Costs	865,078
Total Budget	10,803,244

ATTACHMENT 3							
EXPENDITURES SUMMARY 7/1-12/31/19							
Fund	Contract	Budget	Expenditures	Balance	% Spent	% ITA	
ADULT	9FITA	372,000	114,171.32	257,828.68	31%		
	99OJT	106,000	5,271.06	100,728.94	5%		
	99EMP	35,000	-	35,000.00	0%		
	99INT	60,000	35,886.59	24,113.41	60%		
	Training staff	276,757	143,943.21	132,813.79	52%		
	Eckerd	15,000	5,645.53	9,354.47	38%		
	Sup Svs./Operating	37,000	8,799.61	28,200.39	24%		
	Admin	223,630	133,746.33	89,883.67	60%		
	General	59,807	40,827.27	18,979.73	68%		
	Overhead	1,298,744	713,852.72	584,891.28	55%		
	Facilities	53,074	20,636.00	32,438.00	39%		
	Staff	11,000	5,083.73	5,916.27	46%		
	Unobligated	74,973	-	74,973.00	0%		
		2,622,985	1,227,863.37	1,395,121.63	47%	28%	
DW	Training staff	184,504	89,205.29	95,298.71	48%		
	ITA	17,000	-	17,000.00	0%		
	99EMP	922	-	922.00	0%		
	Eckerd	11,145	6,362.45	4,782.55	57%		
	Sup Svs./Operating	5,000	200.68	4,799.32	4%		
	Staff	6,000	3,063.97	2,936.03	51%		
	Admin	43,494	33,764.01	9,729.99	78%		
	General	11,632	10,306.77	1,325.23	89%		
	Overhead	221,851	162,511.37	59,339.63	73%		
	Facilities	26,391	11,904.03	14,486.97	45%		
	Unobligated	121,589	0	121,589.00	0%		
		649,528	317,318.57	332,209.43	49%	34%	
RURAL	OPERATING	13,731	85.00	13,646.00	1%		
	Admin	2,827	27.43	2,799.57	1%		
	General	756	8.37	747.63	1%		
	Overhead	13,937	124.63	13,812.37	1%		
		31,251	245.43	31,005.57	1%		
BRIDGE	Operating/SS	21,000	114.25	20,885.75	1%		
SKILLED	ITA/Training	350,000	18,884.90	331,115.10	5%		
	Admin	37,911	2,470.82	35,440.18	7%		
	General	10,139	754.24	9,384.76	7%		
	Unobligated	48,353	-	48,353.00	0%		
		467,403	22,224.21	445,178.79	5%		
WP	Operating	120,000	80,510.49	39,489.51	67%		
	Admin	15,279	14,755.20	523.80	97%		
	General	5,000	4,504.16	495.84	90%		
	Overhead	29,737	21,155.03	8,581.97	71%		
	Facilities	56,054	34,428.98	21,625.02	61%		
	Staff travel	7,000	5,815.69	1,184.31	83%		
	Unobligated	48,476	-	48,476.00	0%		
		281,546	161,169.55	120,376.45	57%		

ATTACHMENT 3							
EXPENDITURES SUMMARY 7/1-12/31/19							
Fund	Contract	Budget	Expenditures	Balance	% Spent	% ITA	
SNAP	Admin	22,567	16,237.84	6,329.16	72%		
	General	6,035	4,956.75	1,078.25	82%		
	Overhead	112,211	76,992.24	35,218.76	69%		
	Facilities	14,904	6,664.82	8,239.18	45%		
	Staff	110,552	45,848.84	64,703.16	41%		
	Unobligated	123,424	-	123,424.00	0%		
		389,693	150,700.49	238,992.51	39%		
WTP	Sup. Svs. /Operating	365,034	29,703.32	335,330.68	8%		
	Admin	155,118	68,785.10	86,332.90	44%		
	General	41,484	20,997.27	20,486.73	51%		
	Overhead	768,209	342,879.01	425,329.99	45%		
	Facilities	55,037	26,552.37	28,484.63	48%		
	Staff	391,820	177,610.54	214,209.46	45%		
		1,776,702	666,527.61	1,110,174.39	38%		
Voc	Admin	3,173	72.76	3,100.24	2%		
Rehab	General	849	22.21	826.79	3%		
	Overhead	15,926	347.81	15,578.19	2%		
	Facilities	4,362	35.65	4,326.35	1%		
	Staff	15,690	201.55	15,488.45	1%		
		40,000	679.98	39,320.02	2%		
Soft Skills	Staff/operating	46,900	26,042.53	20,857.47	56%		
	Admin	4,671	3,510.16	1,160.84	75%		
	General	1,249	1,071.51	177.49	86%		
	Facilities	9,233	4,134.33	5,098.67	45%		
	Unobligated	571	-	571.00	0%		
		62,624	34,758.53	27,865.47	56%		
DVOP	Admin	1,500	1,121.52	378.48	75%		
	General	500	342.35	157.65	68%		
	Overhead	3,288	2,594.49	693.51	79%		
	Facilities	16,067	10,906.07	5,160.93	68%		
	DEO staff trv	2,000	1,803.64	196.36	90%		
	Operating	3,500	2,100.00	1,400.00	60%		
	Unobligated	4,164	-	4,164.00	0%		
		31,019	18,868.07	12,150.93	61%		
UC	Admin	1,123	-	1,123.00	0%		
	General	300	-	300.00	0%		
	Overhead	2,259	-	2,259.00	0%		
	Facilities	7,125	-	7,125.00	0%		
	Staff	9,650	-	9,650.00	0%		
	Unobligated	521	-	521.00	0%		
		20,978	-	20,978.00	0%		
Apprenticeship	Training	17,000	1,904.00	15,096.00	11%		

ATTACHMENT 3							
EXPENDITURES SUMMARY 7/1-12/31/19							
Fund	Contract	Budget	Expenditures	Balance	% Spent	% ITA	
	Sup. Svs. /operating	55,500	-	55,500.00	0%		
	Admin	8,133	249.11	7,883.89	3%		
	General	9,267	76.04	9,190.96	1%		
	Unobligated	4,320	-	4,320.00	0%		
		94,220	2,229.15	91,990.85	2%		
Apprenticeship	Operating	40,000	-	40,000.00	0%		
2	Admin	4,487	-	4,487.00	0%		
	General	1,200	-	1,200.00	0%		
	Overhead	3,913	-	3,913.00	0%		
	Unobligated	2,900	-	2,900.00	0%		
		52,500	-	52,500.00	0%		
Sector	Training	90,000	65,323.30	24,676.70	73%		
Strategies	Staff/operating	50,000	26,563.78	23,436.22	53%		
	Admin	15,569	12,043.09	3,525.91	77%		
	General	4,164	3,495.51	668.49	84%		
	Overhead	13,694	180.75	13,513.25	1%		
	Facilities	10,397	4,490.73	5,906.27	43%		
	Unobligated	31,546	-	31,546.00	0%		
		215,370	112,097.16	103,272.84	52%		
TAA	Admin	22	2.66	19.34	12%		
	General	6	0.81	5.19	14%		
	Facilities	218	106.92	111.08	49%		
	Unobligated	5,726	-	5,726.00	0%		
		5,972	110	5,862	2%		
DEPT OF CORRECTIONS	Operating	7,000	5,565.95	1,434.05	80%		
	Admin	12,000	10,311.13	1,688.87	86%		
	General	3,500	3,147.57	352.43	90%		
	Overhead	55,000	49,022.76	5,977.24	89%		
	Staff	35,932	27,742.29	8,189.71	77%		
		113,432	95,789.70	17,642.30	84%		
UNRESTR	Operating	201,979	5,010.16	196,968.84	2%		
RWB 6	Operating	6,034	-	6,034.00	0%		
YTH BLD	Eckerd	69,036	40,917.67	28,118.33	59%		
	Sup Svs.	135,013	68,576.65	66,436.35	51%		
	Admin	127	71.82	55.18	57%		
	General	34	21.92	12.08	64%		
	Facilities	3,126	2,886.90	239.10	92%		
	Unobligated	264,736	0	264,736.00	0%		
		472,072	112,474.96	359,597.04	24%		
YTH	ECKERD	679,391	343,891.05	335,499.95	51%	WEX	

ATTACHMENT 3							
EXPENDITURES SUMMARY 7/1-12/31/19							
Fund	Contract	Budget	Expenditures	Balance	% Spent	% ITA	
	Sup Svs.	288,564	92,491.62	196,072.38	32%		
	Operating	40,000	4,114.90	35,885.10	10%		
	Admin	31,548	16,303.75	15,244.25	52%		
	General	8,437	4,976.87	3,460.13	59%		
	Overhead	283,787	103,114.88	180,672.12	36%		
	Facilities	104,184	35,712.05	68,471.95	34%		
	Unobligated	748,414	-	748,414.00	0%		
		2,184,325	600,605.12	1,583,719.88	27%	81,264.84	14%
REA	Admin	3,740	594.69	3,145.31	16%		
	General	1,000	181.53	818.47	18%		
	Overhead	18,777	4,023.46	14,753.54	21%		
	Facilities	5,235	2,744.34	2,490.66	52%		
	Staff/operating	18,500	-	18,500.00	0%		
	Unobligated	3,266	-	3,266.00	0%		
		50,518	7,544.02	42,973.98	15%		
TOTAL		9,770,151	3,536,216.47	81,984.18	36%	29%	

ATTACHMENT 4						
PY 2019						
7/1-12/31/2019						
	Budget	Expenditures	Balance	% Spent	50% Trng (exp.)	WEX %
Direct charge staff	650,012	312,157.23	337,854.77	48%		
Supportive/Special Svs./Operating/DEO staff trv	1,217,515	248,049.40	969,465.60	20%		
50% ITA	389,000	233,148.50	155,851.50	60%		
OJT	106,000	5,271.06	100,728.94	5%		
Training staff	461,261	233,148.50	228,112.50	51%		
Internships	60,000	35,886.59	24,113.41	60%		
Employed worker	35,922	-	35,922.00	0%		
Eckerd contract	774,572	396,816.70	377,755.30	51%		
Eckerd participant	423,577	161,068.27	262,508.73	38%		
Carryforward	1,722,788	-	1,722,788.00	0%		
Overhead	3,192,126	1,494,830.29	1,697,295.71	47%		
Indirect Costs	<u>737,381</u>	<u>415,839.93</u>	<u>321,541.07</u>	<u>56%</u>		
Total Budget	9,770,154	3,536,216.47	6,233,937.53	36%	29%	14%



RECORD OF ACTION/APPROVAL

Executive Committee – March 4, 2020
Board Meeting – December 11, 2019
Executive Committee - December 4, 2019

TOPIC/ISSUE:

Amendment to the By-Laws

BACKGROUND:

WIOA places new requirements on the relationship between the Board and the Local Elected Officials (LEO). These requirements are required in the Board's By-Laws. In addition, it requires that the LEO approve the By-Laws

The changes reflect these requirements:

- Nomination process used by the LEO to select board members and chair
- Term limitations (included in LEO /Board agreement) to ensure staggered terms
- Process to notify the LEO of vacancies
- Use of proxies
- Use of technology to conduct meetings
- Process to ensure that the Board actively participate in convening stakeholders and brokering relationships
- Any other conditions governing appointments or membership(none listed)

POINTS OF CONSIDERATION:

Deferred back for action by the board

Highlighted changes are added/language adjusted to comply with the above. Need Board action to present to the Consortium

STAFF RECOMMENDATIONS:

Staff recommends consideration by the Board

COMMITTEE ACTION:

Executive Committee 12/4/2019 - Al Jones made a motion to add a signature line to the By-Laws for the board attorney and to present the revised version before the next board meeting. Ted Knight seconded the motion. Motion carried.

BOARD ACTION:

Board Meeting 12/11/2019 - Kevin Cunningham made a motion to defer the By-Law amendment to the March board meeting, allowing proper time to review the edits. Kathy Judkins seconded the motion. Motion carried.

**BY-LAWS OF THE CITRUS LEVY MARION REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. (CLMRWDB)**

A FLORIDA CORPORATION, NOT FOR PROFIT

**THESE BY-LAWS ARE AMENDED AS APPROVED ON
(DATE) —**

ARTICLE I: NAME, OFFICE AUTHORITY, AND RESPONSIBILITIES:

Section A: The name of the Corporation shall be the Citrus Levy Marion Regional Workforce Development Board, Inc. hereinafter referred to as “the CLMRWDB”.

Section B: The Principal office of the CLMRWDB shall be located at 3003 SW College Rd, Suite 205, Ocala, FL 34474. The CLMRWDB may have such other offices as the Board of Directors may designate or as the business of the CLMRWDB may require from time to time.

Section C: The registered office of the CLMRWDB, required by Florida Corporation Laws to be maintained in the State of Florida may be, but need not be, identical with principal offices in the State of Florida. The registered office of the CLMRWDB shall be in care of Robert A. Stermer, 7480 SW Highway 200, Ocala, FL 34476. The address of the registered office may be changed from time to time by the CLMRWDB.

Section D: The CLMRWDB exists as a result of the passage of the Workforce Innovation and Opportunity Act, Public Law 113-128, the Interlocal Agreement establishing the Citrus Levy Marion Workforce Development Consortium (“Consortium”), -the Memorandum of Agreement between itself and the Consortium, and the Articles of Incorporation of the CLMRWDB. As such, CLMRWDB has been determined to be a Special District of the State of Florida, a unit of state government, and has all the rights granted by such status including, but not limited to, sovereign immunity.

Section E: The CLMRWDB shall have those duties and responsibilities provided for by the WIOA, other related laws of the United States, Florida Statutes (F.S.) Chapter 445, and other applicable laws, rules and policies of the State of Florida, its Articles of Incorporation and any agreements or contracts it may enter into with any third party and such other duties as are consistent with its non-profit status and with the provision of job training, job placement and benefit services to the citizens of Citrus, Levy and Marion Counties, Florida and its status as a unit of state government.

Section F: The CLMRWDB shall actively participate in the development of policies and programs for planning and implementing the activities of the Workforce Development Plan for Workforce Area Ten (Area 10).

Section G: The CLMRWDB shall maintain with the Consortium that relationship specified in the Memorandum of Agreement (“Memorandum”) between the two bodies.

ARTICLE II: COMPOSITION OF MEMBERSHIP; LENGTH OF SERVICE; ATTENDANCE ON THE CLMRWDB:

Section A: The CLMRWDB shall be comprised of not more than thirty-three (33) members who are appointed as set forth in the Agreement to Establish the CLMRWDB. A member may represent more than one federally-mandated membership category. The number of the members on the CLMRWDB shall be ~~initially~~ determined by the Consortium. CLMRWDB membership shall be maintained pursuant to the Memorandum provisions. Replacement of members who resign voluntarily, who are asked to resign or are removed because of unsatisfactory attendance records or other justifiable reason(s) will be in accordance with the Memorandum and any procedures required by the State of Florida or the United States Government.

Section B: It shall be the policy of the CLMRWDB that three (3) absences annually from regularly scheduled CLMRWDB Board or Committee meetings shall constitute just cause for recommendation for removal. A recommendation for removal shall only be made after review by the Executive Committee of the circumstances surrounding the absences. The following procedures shall be followed: The Executive Committee shall meet, discuss the circumstances, and make their determination to remove or not remove the member(s). In the event removal is recommended, the Executive Committee shall make a recommendation for removal of the member(s) to the CLMRWDB at its next meeting. A majority vote of those CLMRWDB members present shall be required for removal. Upon removal, the Consortium will be notified and seek nominations to replace that member.

Section C: The Consortium will be notified of member attendance annually and any members with three (3) unexcused absences or other justifiable reasons for removal and of ~~the subsequent any~~ action taken by the CLMRWDB. The Consortium may, at its discretion, remove any member. It shall immediately seek nominations for a replacement.

Section D: Any member who no longer meets the criteria under which appointed to the CLMRWDB shall notify the Executive Committee in writing within 30 days of that status change, i.e., a private sector representative no longer owns his/her own business, retires from that business, or is no longer an officer, chief executive or chief operating officer of the business concerns under which he/she was appointed to the board. The Executive Committee will review all status changes and make a recommendation to the CLMRWDB. The CLMRWDB shall recommend to the Consortium that any member whose status has changed so as to affect the member's eligibility for continued membership be replaced on the CLMRWDB.

Section E: Board Member Nominations and Selection Process:

Board membership requirements, are detailed in both WIOA and in Florida

Statutes, Section 445

For private sector business representation, nominations must be made by general purpose business organizations. These include chambers of commerce, economic development agencies and business groups such as the Mid-Florida Regional Manufacturers Association (MRMA). Those nominations are provided to the Local Elected official (LEO) for consideration and selection.

Public sector membership will generally be “agency based” and therefore requests for nominees are directed to the agency head for either self - nomination or a designee. These nominations will be submitted to the Consortium for selection.

Recruitment:

Private sector membership is “balanced” by county whenever possible. Letters will be sent to key business organizations in each county soliciting nominations. CLMRWDB members from the county where a vacancy will occur/has occurred will be asked to contact business leaders in their county (in targeted membership sector), explain our Board’s duties as a follow to the letters.

Board member must be:

- Owners
- Key executives; or
- Top-level policy executives

Nomination Process:

- As part of the recruitment/nomination process:

- A nomination form will be completed by each nominee. The form will be transmitted to the CLMRWDB CEO or COO who will submit the form for nomination to the Consortium for consideration and selection.
- If the CLMRWDB board member is working with their county's EDC or a Chamber as part of the recruitment process, that organization should be asked to send an email to the CLMRWDB CEO nominating the prospective member.

Nominations of prospective members will be compiled by the CLM staff and prepared for consideration by the LEO Consortium at its next scheduled meeting. Nominations will be grouped by vacancy.

Appointment Process:

After selection/appointment by the LEO Consortium, staff will:

1. Advise the board members of the selection;
2. Prepare a letter of welcome to be signed by the Chair that will include:
 - a. Information of the next Board meeting, including an invitation to the New Member Reception that will be scheduled one hour prior to the meeting.
 - b. Information of electronic access to the Board – Member Orientation
 - c. Financial Disclosure Form 1 (including information on time-frame for filing and contacts for assistance, if needed;
 - d. Hard copy of a Board Member Handbook
 - i. Committee information for committee selection

New members will be asked to review the electronic Orientation prior to the New Member Reception so that any questions can be answered at that time or they can contact staff prior to the Reception if they desire.

ARTICLE III: OFFICERS AND THEIR DUTIES:

Section A: General:

The officers of the CLMRWDB shall be the Chair, Vice-Chair and Treasurer. The Vice-Chair and Treasurer shall be elected every two years. The Vice-Chair shall ascend to the office of Chair every two years and shall replace the outgoing Chair. The new Vice-Chair shall be elected from among the business and industry (private sector) representatives and shall rotate among the three counties' representatives every two years. The Treasurer shall be elected from the CLMRWDB public sector representatives. Treasurer shall not be eligible to ascend to the position of Chair because of the requirement that the Chair be a private sector representative. Officers shall serve two year terms.

The Executive Assistant to the Chief Executive Officer shall serve as the Secretary to the Board and have the responsibilities of maintaining minutes of the actions of the Board and other such duties that support the Board.

Removal of Officer(s):

Any officer of the Board may be removed with or without cause by an affirmative vote of a majority of the Board of Directors at a called meeting in which a quorum is present. A motion to remove an officer may be made by any board member.

Section B: Chair:

The Chair shall have the responsibility of presiding over CLMRWDB meetings, authority for appointing Committee membership and the Chair for each Committee subject to approval by the Executive Committee. The Chair shall serve as an ex-officio member of all Operational and Ad Hoc Committees, but will not be assigned to any Committee other than the

Executive Committee.

Section C: Vice-Chair:

The Vice-Chair shall preside over the CLMRWDB meetings in the absence of or at the request of the Chair. The Vice-Chair shall also serve as an ex-officio member of all Operational and Ad Hoc Committees, but will not be assigned to any Committee other than the Executive.

Section D: The Treasurer or designee shall receive and deposit all funds in the name of the CLMRWDB in a bank approved by the Board. All checks shall be signed by either the Chief Executive Officer or Chief Operating Officer. Current financial records shall be kept at all times and reports on the financial status of the CLMRWDB shall be submitted at all meetings of the Board and membership, with copies to be attached to original minutes. The Treasurer shall chair the Audit Committee of the Board.

ARTICLE IV: MEETINGS OF THE CLMRWDB:

Section A: Regular Meetings:

The CLMRWDB shall meet quarterly or as determined by the Executive Committee and/or the CLMRWDB from meeting to meeting. All members of the CLMRWDB shall be notified in writing of the date, time, and place of the meetings at least five (5) days in advance. An agenda will be transmitted whenever possible.

Section B: Called Meetings:

The Chair may convene the Board at times other than the regular meetings, provided the CLMRWDB members are notified in writing at least five (5) days in advance of the date, time, and place of the meeting. An agenda will be transmitted with this notification. If the Chair determines that an emergency situation necessitates that a special meeting be called,

the requirements for notice may be waived.

Section C: Quorum of Meetings:

A quorum for all meetings of the CLMRWDB shall be declared when one-third (1/3) of the voting members are present. Once a quorum is declared at any CLMRWDB meeting, the quorum is not lost until the meeting is adjourned.

Section D: Decision on Questions:

The decision on all questions with the exception of amendments to the By-Laws provided for under ARTICLE VIII, shall be determined by a majority vote of the members voting on the question.

Section E: Waiver of Notice:

Whenever, under the laws of the State of Florida, or provisions of these By-laws, a waiver in writing is signed by persons entitled to such notice, whether before or after the time stated therein, it shall be deemed equivalent to the giving of such notice.

Section F: Robert's Rules of Order:

In matters not covered by these By-laws, Robert's Rules of Order, Revised (latest edition), shall govern the procedure of the meetings of the CLMRWDB and its Committees.

Section G: Proxy Voting:

To ensure meaningful discussion and determinations, vote by proxy will not be accepted.

Section H: Use of Technology:

Understanding the business requirements of Board members, CLMRWDB may use any form of technology to conduct the business of its committees and board meetings. If used, the technology must be accessible to the public for attendance. The use of such technology should be included on all meeting notices when used.

Section I: Engagement of Stakeholders

CLMRWDB shall work to ensure engagement by the workforce system's stakeholders and employers by developing a list of Interested Parties. This list will include key business organizations and other groups, such as local SHRM organizations, and community groups that express an interest in workforce activities or services.

Notices of all meetings and agendas will be made available to those on the Interested Parties list. In addition, social media will be used to notify persons and organizations of the meetings of the Board and its committees.

At each meeting of the committees or Board a time for public comment and input will be placed on the agenda, and at the discretion of the Chair of the Board or committee, public input may be sought on any item coming before the body.

ARTICLE V: COMMITTEES OF THE CLMRWDB:

Section A: The CLMRWDB may establish such Operational Committees as are deemed necessary to perform the specific functions of the CLMRWDB. These Committees shall be advisory to the CLMRWDB, except that they may, with specific authorization, act on behalf of the CLMRWDB. The following will be the Committees of the CLMRWDB:

Executive Committee:

This Committee shall be comprised of the Chair, Vice-Chair and Treasurer of the CLMRWDB, the immediate past Chair of the CLMRWDB, and the Chairs of the, four Operational Committees, for a total of eight (8) members, at least two (2) members shall be selected from among the private sector representatives. This Committee shall be responsible for administrative matters of the CLMRWDB, shall serve as the CLMRWDB finance and personnel committee, and as such, shall handle all finance and personnel matters, if any; shall be responsible for all issues, duties and responsibilities dedicated to and by vote of the full CLMRWDB, shall be authorized to act on an emergency basis on behalf of the full CLMRWDB between CLMRWDB meetings, shall recommend and approve formal procurement actions, and shall serve as the grievance/protest committee for all procurement actions.

The following ad hoc committees shall report to the Executive Committee: Audit; Member Recruitment; and, Nominating.

Operational Committees:

CLMRWDB shall have committees aligned with its goals, objectives and management needs. These include: Marketing Outreach and Community Relations; Career Center Services; Performance and Monitoring; and Business and Economic Development

Marketing Outreach and Community Relations:

The Marketing Outreach and Community Relations Committee shall plan and oversee the staff and Board efforts to improve the community awareness of Workforce; establish partnerships with community organizations that have missions similar to or supportive of the goals of the Board; inform the business community and the larger resident community of the region on the services and benefits available through the local workforce system; and, approve the staff marketing and outreach plan to

business and applicant customers. It shall oversee the recruitment and orientation of new board members and strengthen board member engagement.

Career Center:

The Career Center Committee shall provide oversight and input regarding the services offered to both business and applicant customers; the development of partnerships to improve the efficiency and effectiveness of services and otherwise review and plan the partnerships, staffing and services offered through the local one stop system.

Performance and Monitoring:

The Performance and Monitoring Committee is charged with reviewing the performance of our one stop system and contractors against established goals. Additionally, it is charged with receiving and reviewing all internal monitoring, programmatic and fiscal as well as similar monitoring performed by the State. The Committee is also charged with establishing performance goals for the system and reviewing performance comparisons with other workforce boards based upon state performance reports and metrics.

Business and Economic Development:

The Business and Economic Development Committee is charged with aligning the resources of Workforce Connection with the economic development efforts of the three counties. It is also charged with reviewing staff and economic development coordination and collaborative efforts at business outreach and development. The Committee will serve to plan and coordinate the development of career paths, training and other services to support the needs of the business sectors targeted by the Board. It is responsible for the review and approval of demand occupations within the workforce area and, where feasible, coordinate

with other workforce areas to develop regional strategies to serve these targeted sectors and provide coordinated workforce services.

Section B: The Chair of the CLMRWDB shall have authority to appoint members of the CLMRWDB to serve on all Operational Committees subject to the approval of the Executive Committee. Membership on all Operational Committees shall be for one year. Members of the CLMRWDB who are also employees of public sector organizations may delegate other employees of the public sector organization to attend Committee meetings and cast advisory votes. The preceding sentence shall not apply to meetings of the Executive Committee.

In accordance with the above, representatives from key partners not appointed to CLMRWDB will be asked to serve on committees. These partners include, but are not limited to the following: School boards, economic development; private and public higher educational partners; trade associations, social and customer-focused agencies and, organized labor.

The Chair may appoint such other members to the Operational Committees as is necessary to gain broad industry input into the deliberations of the committees. Such members shall be ex-officio and have voting privileges.

Section C: Ad Hoc Committees:

Ad Hoc Committees may be established by the Chair autonomously to deal with matters of particular or immediate concern. Ad Hoc Committees shall be composed of members of the CLMRWDB with their number and representation determined by the Chair subject to approval by the Executive Committee. An Ad Hoc Committee shall be advisory to the CLMRWDB and shall terminate upon satisfactory completion of the task for which it was originally appointed. Non-CLMRWDB members may

serve as voting members of Ad-hoc Committees.

Section D: Special Committees:

Nominating Committee:

The Committee shall be composed of members of the CLMRWDB, appointed by the Chair with appropriate representation from each County of the Area 10. The Committee will meet every other year by the end of May, so that the Committee shall have sufficient time to bring forth a slate of nominees for Vice-Chair and ~~T~~Treasurer to be considered at the June meeting of the CLMRWDB. Should any Officer not be able to complete the officer's term of office, the most recently appointed Nominating Committee shall be convened to draw up a slate of nominees for filling the vacancy or vacancies except in the case of a vacancy in the Chair in which case the Vice-Chair shall ascend to the office of Chair. Nominations to fill such other vacancies shall be presented to the CLMRWDB for election as soon as possible following the occurrence of the vacancy or vacancies. Those officers selected by CLMRWDB, shall be recommended for selection by the Consortium

Audit:

The Audit Committee shall be chaired by the Treasurer and assume responsibility for recommending the selection of the Board's audit firm; and reviewing each annual audit prior to presentation to the Board.

Section E: Quorum:

A quorum for all Committee meetings of the CLMRWDB shall be declared when one-third (1/3) of the members are present. Once a quorum is declared at any CLMRWDB meeting, the quorum is not lost until the meeting is adjourned.

Section F: Chair for Operational Committees and Ad Hoc Committees:

The Chair of the CLMRWDB shall appoint the Chair for Operational Committees and Youth Council and of any Ad Hoc Committees subject to the approval of the Executive Committee.

Section G: Appointment of Committee Vice-Chairs:

The Chair for any Operational Committees or of an Ad Hoc Committee may appoint the Committee Vice-Chair from among the other members of the Committee.

Section H: Replacement of Committee Members:

The Chair of the CLMRWDB may replace any Committee member, after consultation with the committee member, and after considering the recommendations of the Chair of the Committee and subject to the approval of the Executive Committee.

ARTICLE VI: RIGHTS OF MEMBERS TO MOTION, SECOND AND VOTE:

Section A: All members of the CLMRWDB, including Committee Vice-Chairs presiding over Committee meetings, shall have the right to make and second motions, discuss and vote on any matter, notwithstanding the provisions of ARTICLE VIII, that is in order for CLMRWDB or Committee consideration, excepting that the CLMRWDB Chair when presiding over meetings of the CLMRWDB, shall only have the rights of discussion and of voting to break a tie vote of the CLMRWDB.

ARTICLE VII: CONFLICT OF INTEREST:

Section A: The CLMRWDB shall not, either directly or indirectly purchase, rent, or lease any realty, goods or services from any business entity of which any CLMRWDB member, the member's spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

Section B: There is hereby declared to be an exemption from Section “A” hereof, in accordance with Section 112.313(12) Florida Statutes, 1995, if:

- a. The business with the CLMRWDB is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods and services within the Workforce Area 10 service delivery area;
- b. The business is awarded under a system of sealed competitive bidding to the lowest or best bidder;
- c. The CLMRWDB member, the member’s spouse or child, has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
- d. The CLMRWDB member, the member’s spouse or child, has in no way used or attempted to use their influence to persuade the CLMRWDB or any personnel thereof to enter into such a contract other than by the mere submission of the bid; and
- e. The CLMRWDB member, prior to or at the time of the submission of the bid, has filed Contractor Disclosure Form and Conflict of Interest Forms disclosing the member’s interest, or the interest of the member’s spouse or child, and the nature of the intended business; and
- f. If CLMRWDB enters into a contract with an organization or individual represented on the Board of Directors, the contract must be approved by a 2/3 vote of the quorum of the Board, with the benefiting member abstaining from the vote (Florida Statutes 445.007(1)).
- g. If any other exemption created under Section 112.313(12) Florida

Statutes or any other applicable Florida or United States statutes applies.

ARTICLE VIII: AMENDMENTS:

Section A: These By-laws may be amended or repealed by a two-thirds (2/3) vote of the CLMRWDB members voting on the question provided notice of the Amendment or request for repeal has been transmitted to members at least five (5) days in advance of the meeting in which the vote is to be taken.

ARTICLE IX: EXEMPT ACTIVITIES:

Section A: Notwithstanding any other provisions of these By-laws, no Member, Director, Officer, Employee or Representative of this Corporation shall take any action or carry on any activities by or on behalf of the Corporation, not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or may hereafter be amended or by an organization, contributions to which are deductible under Section 170(c)(2) of such code and regulations as they now exist or as they may hereafter be amended.

ARTICLE X: INDEMNIFICATION BY CORPORATION:

Section A: Every Person who is or shall be or shall have been a Member or an Officer of the CLMRWDB and that person's Personal Representative shall be indemnified by the CLMRWDB against all costs and expenses reasonably incurred by or imposed upon that person in connection with or resulting from any actions, suit, or proceeding to which that person may be made a party by reason of being or having been a Member or Officer of the CLMRWDB, or of any subsidiary or affiliate thereof, except in relation to such matters as to which that person shall finally be adjudicated in such action, suit or proceeding to

have acted in bad faith and to have been liable by a reason of willfulness of conduct in the performance of his duty as such Member or Officer. "Costs and Expenses" shall include, but without limiting the generality thereof, attorney's fees, damages and reasonable amounts paid in settlement.

ARTICLE XI: CODE OF CONDUCT AND ETHICS:

- A. CLMRWDB's Officers, Members, Employees or Agents shall not solicit gratuities nor accept favors or anything of monetary value in excess of \$25.00 from each other or from vendors, contractors or potential vendors or contractors. Violations of this standard will result in disciplinary action being taken. Appropriate disciplinary action will be determined by an Ad Hoc Committee of the CLMRWDB whose members will be free from any conflict of interest related to the party or parties involved.
- B. Except as allowed by applicable law, any Contractor or CLMRWDB Officer, Member, Employee or Agent who develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurement. Further, except as allowed by applicable law, Persons, Organizations, and Employees in any way associated with such Officer, Member, Employee or Agent shall be excluded from competing for such procurement when a conflict of interest situation would be created by such competition.
- C. Except as allowed by applicable law no CLMRWDB Officer, Member, Employee or Agent shall participate in the selection, award, or administration of a contract where, to the best of the person's knowledge, the person or the person's immediate family, partners or organizations in which the person or the person's immediate family has a financial interest, or with whom the person is negotiating has any arrangement concerning prospective employment.
- D. No CLMRWDB Officer or Member shall discuss or vote on any proposal which is

in competition with a proposal submitted by any party with whom the Officer or Member, or the Officer or Member's immediate family, has business, organizational or family ties.

- E. Arm's length relationships shall be maintained between contractors and CLMRWDB Officers, Members, Employees and Agents in the award and administration of contracts.
- F. Meetings of the CLMRWDB, its Committees, and between members, shall comply with the Florida Government in the Sunshine Act, Florida Statutes, Section 286.011.
- G. CLMRWDB Officers, Members and Employees shall complete a Disclosure of Potential Conflicts and Certification/Code of Conduct/Ethics Form (ADM-2) annually by July 1st, and a copy should be returned to CLMRWDB Administrative Office to be kept on file for the CLMRWDB.
- H. CLMRWDB Officers and Members shall complete a Financial Disclosure (Form 1) annually by July 1st, and should be filed with the Supervisor of Elections of the county in which they permanently reside.
- I. Upon discovery of an actual or potential conflict of interest, a CLMRWDB Officer, Member, Employee or Agent shall promptly file a written statement of disqualification and shall withdraw from any further participation in the transaction involved. The Officer, Member, Employee or Agent may, at the same time, apply to CLMRWDB's Legal Counsel for an advisory opinion as to what further participation, if any, the Officer, Member, Employee or Agent may have in the transaction.

| a. No ~~e~~Employee shall:

- i. Accept any direct or indirect financial benefit from any source other than the CLMRWDB as a result of the performance of official duties.

- ii. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- iii. Accept any position or engage in any business which will require disclosure of information that could provide a competitive advantage to one party over another in procurement matters.
- iv. Improperly disclose information acquired in the performance of official duties that could result in personal gain or provide a party a competitive advantage over another party in procurement matters.
- v. Use or attempt to use official position to secure unwarranted privileges or exemptions personally or on behalf of others or give the appearance of such action.
- vi. By conduct, give reasonable basis for the impression that any person or organization can improperly influence the performance of official duties.
- vii. Pursue a course of conduct which will raise suspicion among citizens that acts engaged in are in violation of public trust.
- viii. Pursue a course of conduct which will give rise to a violation of conflict of interest standards.
- ix. Take part in any prohibited political activities.
- x. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- xi. Promote or oppose unionization in the discharge of official duties.
- xii. Participate in any effort to violate any other applicable Federal,

|
 -State or Local Law or Regulation.

Violations of any provision of this Code may be cause for immediate dismissal or other disciplinary actions provided for under the CLMRWDB's Personnel Rules and Policies.

ARTICLE XII: NONDISCRIMINATION:

Section A: All actions taken by the CLMRWDB shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, other prohibited bases under applicable law or handicap.

SIGNATURE PAGE

APPROVED:

CLMRWDB Chair

CLMRWDB Vice-Chair

Board Attorney

ATTEST:

CLMRWDB Treasurer



RECORD OF ACTION/APPROVAL

**Executive Committee
Wednesday, March 4, 2020**

TOPIC/ISSUE:

Contract with Alachua County -CSNCFL

BACKGROUND:

We had entered into a contract of February 4, but because of a breakdown in Alachua County's ability to employ staff, were asked to pick up staff effective February 12. We transitioned 3 staff previously employed through Dynamic Workforce Solutions and a temporary CFO effective that date. This amended contract makes those cost changes.

POINTS OF CONSIDERATION:

STAFF RECOMMENDATIONS:

Ratify Chair's approval of the contract/amendment

COMMITTEE ACTION:

BOARD ACTION:

**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.

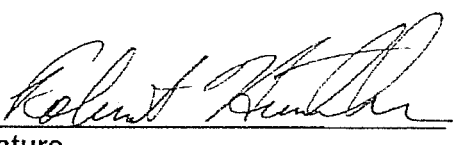
2. The Authorization to Incur Travel Expenses for All Staff exhibit to the Contract is amended and replaced with the Amended Authorization to Incur Travel Expenses for All Staff exhibit attached hereto and incorporated by reference.
3. Exhibit II to the Contract is hereby amended and replaced with the 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.

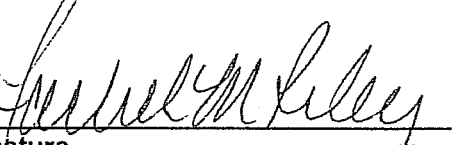
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IN WITNESSES WHEREOF, the parties hereto have duly executed this First Amendment to Contract and in signing on the date written below, thereby validating this Contract, the parties also certify that each possesses legal authority to contract and bind 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

BY: 
Signature

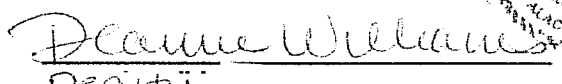
Robert Hutchinson, Chair
Board of County Commissioners

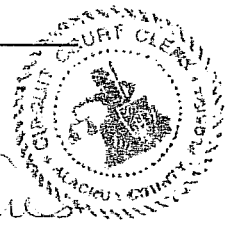
Rachel Riley, Chair
Typed Name of Signee

02/11/2020
Date

2/11/2020
Date

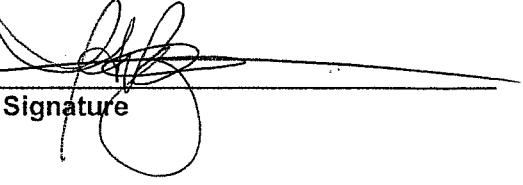
ATTEST:


Deputy
Clerk

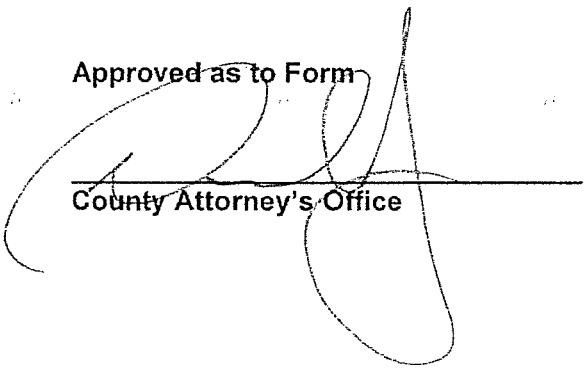


WITNESSES:


Signature


Signature

Approved as to Form


County Attorney's Office

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: R

RS Rusty Skinner
 2020.02.19 20:13:05
 Signal... -05'00' Date

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

Robert Hutchinson
 Robert Hutchinson, Chair

2/17/2020
 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.