

**LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**OPPORTUNITY FLORIDA**  
**AND**  
**CAREERSOURCE CHIPOLA**

This letter of Agreement is entered into as of the 9th day of May 2016 between the Northwest Business Development Council, Inc., doing business as Opportunity Florida and the Chipola Regional Workforce Development Board, Inc., doing business as CareerSource Chipola. Both organizations are located at 4636 Highway 90 East, Suite K, Marianna, FL 32446. CareerSource Chipola, hereinafter referred to as "CSC" and Opportunity Florida shall be referred to as "Opportunity Florida." This agreement covers the period beginning May 1, 2016 and ending April 30, 2017, unless amended in writing by both Opportunity Florida and CSC.

THIS AGREEMENT, by and between, for and in consideration of the mutual agreements herein set forth, WITNESS TO:

A. Opportunity Florida and CSC mutually agree as follows:

1. The purpose of this agreement is for CSC to provide various logistical, communications, organizational staffing and management, regional economic development promotion and marketing, job creation, and other professional and technical assistance services to Opportunity Florida during the term of this agreement.
2. The total compensation for the services to be rendered under this agreement shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), including all personnel costs associated with this agreement. Payments shall be made to CSC upon submission of an accurate invoice.
3. All papers or records produced as a result of this agreement shall be available to both parties at all times and CSC shall transfer accurate and certified copies of all records to Opportunity Florida upon the cancellation of this agreement.
4. This agreement may be cancelled by either Opportunity Florida or CSC upon ninety (90) days written notice to the other party.

B. CSC agrees to provide staffing and related administrative, logistical, communication, marketing and promotion, and other professional and technical assistance services to Opportunity Florida more particularly described as follows:

1. Organize and facilitate all logistical arrangements for Executive Committee, Board of Directors, General Membership or other special meetings called by Opportunity Florida. Logistical arrangements include:
  - i. Securing sites and dates for meeting(s);
  - ii. Advertising, marketing, and communicating to all targeted individuals and groups intended for these meetings;

- iii. Providing follow-up confirmation, driving directions, and purpose of convening the meeting (including agenda and background materials when possible and relevant);
  - iv. Securing and coordinating with caterers (if necessary);
  - v. Providing on-site management of meetings/events;
  - vi. Reproducing, assembling, and providing materials for meetings packets;
  - vii. Securing or providing audio visual equipment; and
  - viii. Contacting, briefing, and securing desired speakers/facilitators/subject matter experts to address important issues for Opportunity Florida.
2. Serve as the central contact point (phone, e-mail, fax, social media) for general inquiries about Opportunity Florida (including membership);
  3. Serve as a facilitator for meetings when requested;
  4. Take and record minutes of meetings that require such and provide these to Board members for review and comment prior to the subsequent meeting (electronically via e-mail, fax or public posting) as directed by Opportunity Florida Board of Directors;
  5. Develop and maintain an orderly and defensible records management system for Opportunity Florida;
  6. Work at the direction of and in cooperation with the Executive Committee and Board of Directors to develop and submit an annual Regional Rural Development Staffing Grant to the Florida Department of Economic Opportunity;
  7. Work at the direction of Opportunity Florida Board of Directors (and designated members and partners) in developing a targeted plan of action to promote and recruit public and private support and membership in Opportunity Florida and provide technical assistance and/or suggest and secure upon direction from Opportunity Florida, technical expertise needed for specific projects, initiatives, or issues as needed;
  8. Develop, collect, update, and maintain the data, content and accessibility to the Opportunity Florida website, focused on strategically marketing and promoting the region's and counties' economic development assets;
  9. Develop and implement a social media campaign focused on economic development education and information, as well as marketing and promoting the region's and counties economic development assets;
  10. Explore and pursue federal, state, local, and private funding designed to advance the economic development interest of the region;
  11. Represent Opportunity Florida and the region at a minimum of one (1) Enterprise Florida sponsored site development consultant or marketing event to promote and gain exposure for the region;
  12. Upon request from Opportunity Florida partners/members and/or prospects, coordinate site visits designed to provide economic development planning consultation, consultation on project resource options, and/or other economic development technical assistance;

13. Initiate and promote state, national and international partnerships and relationships that will benefit the visibility of Opportunity Florida and the region's economic development interests;
  14. Serve as the central communication and clearing house portal for regional economic development information, news, opportunities, etc. in cooperation with Enterprise Florida, Inc. DEO, federal agencies, and regional and local partners;
  15. Serve as resource for promoting and marketing regional and local economic development assets, resources, and opportunities in the region;
  16. Develop and coordinate, at the direction of Opportunity Florida Board of Directors and Membership, regional seminars and Webinars focused on important economic development issues and programs, professional capacity building, and continuing education;
  17. Assemble and submit all quarterly reports, final reports and invoices to DEO and other agencies as required under agreements developed between Opportunity Florida and those agencies;
  18. Expand and enhance hands-on economic development training and education programs for Opportunity Florida Members/Partners;
  19. CSC will provide ten thousand dollars (\$10,000) in cash contribution to Opportunity Florida;
  20. Provide Office and Conference Room Space, Phone, Internet, and other necessary occupancy support for Opportunity Florida to operate a separate entity from CSC. The occupancy cost as well as additional staff time projected to be provided Opportunity Florida without reimbursement to CSC is projected in Exhibit A.
  21. Keep accurate records related to time spent on behalf of Opportunity Florida;
  22. Fulfill all requirements and deliverables required under the Rural Regional Development Grant not covered specifically in this Scope of Work;
  23. In corporation and coordination with Opportunity Florida's Board of Directors Chairman and Vice Chair recruit, hire, and evaluate a lead staff person for Opportunity Florida;
  24. Make other staff available as necessary to carry out the agenda of Opportunity Florida as established by the Opportunity Florida Board of Directors and membership;
  25. Work with the Opportunity Florida Board of Directors and membership to utilize, strengthen, and improve the Opportunity Florida brand; and
  26. Provide any and all other services required by Opportunity Florida necessary to fulfill, and in association with, the purpose of this agreement.
- C. Opportunity Florida agrees to utilize the resources and services available through CSC as specified in Section B (items 1-21) of this agreement and to take the following actions:
1. Provide CSC all records, historical documents, and other forms of records in need of filing, updating and maintenance;
  2. Provide consultation, assistance and direction to CSC regarding the initiatives and projects they want CSC to undertake for an on behalf of Opportunity Florida;

3. Participate in and support actively through membership involvement and financial support the initiatives and projects requested of CSC for and on behalf of Opportunity Florida;
4. Pay CSC a fee not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) for services rendered. Payments shall be made upon billing with proper documentation on no less than a quarterly basis and no more than once per month;
5. Provide additional necessary financial support necessary to carry out the approved actions of the organization including the reimbursement of travel expenses paid by CSC for the purpose of performing the work required under this management agreement. Opportunity Florida agrees that additional financial support is not subject to the monetary limits provided in this agreement and is subject to approval of the Opportunity Florida governing body and/or policies established by Opportunity Florida.
6. Establish in the annual budget Six Thousand Dollars (\$6,000) to be utilized as sponsorship of CSC events with recognition given to Opportunity Florida. Such sponsorship shall be subject to the approval of each event by the chair and/or executive committee of Opportunity Florida ;
7. Agree that CSC has no liability related to any agreement with the Florida Rural Broadband Authority, LLC (FRBA) and that CSC shall only serve in a staffing role to work on items related to FRBA at the direction of individuals authorized by Opportunity Florida, the Opportunity Florida Executive Committee, or the Opportunity Florida Board of Directors; and
8. In case of cancellation, pay CSC a portion for any services provided up to the date of cancellation with final billing to be provided no less than ninety (90) days after the last date of the agreement and accompanied by proper documentation.

No amendment or variation of terms of this agreement shall be valid unless made in writing and signed by a duly authorized representative of both Opportunity Florida and CSC.

#### **TERM OF AGREEMENT**

The term of this agreement shall be the period May 1, 2016, and ending April 30, 2017, unless amended in writing by both Opportunity Florida and CSC.

#### **TERMS OF COMPENSATION**

The total compensation paid to CSC for the professional services to be rendered under this Agreement shall not exceed One Hundred Twenty Five Thousand dollars (\$125,000.00), unless amended in writing by both parties. Payments shall be made to CSC upon submission of an accurate invoice. Invoices shall be provided no less than once each quarter and no more than once per month.



## **OWNERSHIP OF MATERIALS/RECORDS**

Due to the unique nature of both organizations all papers, records and/or products produced as a result of this Agreement shall be kept by CSC with full access granted to Opportunity Florida. Upon termination or failure to reach a new agreement, originals or certified copies of all papers, records and/or products produced as a result of this Agreement shall be provided by CSC to Opportunity Florida upon request at no additional cost to Opportunity Florida.

## **TERMINATION OPTIONS**

1. This agreement may be cancelled by either Opportunity Florida or CSC without cause upon ninety (90) days written notice to the other party.
2. Either party shall have the right to terminate this Agreement immediately for cause. For purposes of this Agreement, "cause" shall mean the happening of an Event of Default (as defined herein) by the other party. Such termination shall be effective upon written notice to the defaulting party, identifying the Event of Default upon which termination was based. The following events shall constitute an "Event of Default":
  - a. Any covenant or agreement of either party contained herein, or in any other agreement between Opportunity Florida and CSC, is not performed and such failure or breach, if capable of being remedied, is not remedied within thirty (30) days after the defaulting party has been notified of such failure or breach; or
  - b. Any bankruptcy, insolvency, domestic or foreign, is instituted by or against either party; or
  - c. Either party shall become insolvent, generally shall fail or be unable to pay its debts as they mature, shall admit in writing its inability to pay its debts as they mature, shall make a general assignment for the benefit of its creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its usual business.
3. Opportunity Florida may cancel this Agreement in the event CSC refuses reasonable public access to all documents, papers, letters, or other materials made or received by Opportunity Florida in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

## **AUTOMATIC RENEWAL**

Unless written notice is provided stating a decision not to automatically renew this agreement at least thirty (30) days prior to the end date stated under "Term of Agreement," it shall be automatically renewed as provided herein:

1. Any automatic renewal period shall be for twelve (12) months beginning on May 1 of each year and ending the following April 30 of each year.
2. The funding amounts listed shall be \$125,000 per twelve (12) month period as the maximum payment from Opportunity Florida to CSC.
3. The sponsorship listed in C. 6. shall not exceed six thousand (\$6,000) per twelve (12) month period.

4. The funding amounts listed in B. 19. shall be ten thousand (\$10,000) in cash.
5. Automatic renewals shall continue until the agreement is cancelled through terms provided herein or by written request to cease automatic renewals given at least thirty (30) days prior to the next automatic renewal date.
6. Parties may agree to amend the end date to another date to provide for an end date of June 30 to coincide with the CSC and Opportunity Florida financial year.

#### **GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of Florida, and any provisions herein, in conflict therewith, shall be void and of no effect. Venue is in Jackson County, Florida.

#### **ENTIRE AGREEMENT/ATTACHMENTS/PRIORITY**

The entire understanding of the parties shall consist only of the terms and conditions contained in this Agreement along with any attachments or amendments, if any, signed by both parties. This Agreement supersedes any prior proposals, commitments or representations of any kind, whether oral or write **SEVERABILITY**

In the event that any provisions of this Agreement shall be held invalid or unenforceable, such holding or such unenforceability or invalidity shall not render any other term or provision hereof invalid or unenforceable, and all other terms and/or provisions shall be enforceable and valid.

#### **CAPTIONS**

The paragraph heading and captions contained herein are for references only, and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form, and the use of the masculine, feminine, or neutral gender shall include the other genders.

#### **FORCE MAJEURE**

Neither party shall be responsible or liable for any failure to perform, hereunder, if such failure is caused by the Acts of God, acts of government, strikes or labor disputes, failures of transportation, fire, flood, or other casualty, failure of subcontractors or suppliers, acts of terrorism, or any other cause (whether or not similar or any specified) herein beyond reasonable control.

#### **WAIVER**

Failure of either party to enforce provisions of this Agreement shall not be considered a waiver of that party's right to enforce said provision or any other provisions included herein.

#### **NOTICES/PRIMARY CONTACTS**

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given



when sent or when deposited, postage prepaid, in the United States mail, addressed as set forth below or to such other address as either of the parties shall advise the others in writing.

Notice Address and Primary Contact for CSC

Richard Williams  
Executive Director  
CareerSource Chipola  
4636 Highway 90 East, Suite K  
Marianna, Fl. 32446  
Telephone: (850) 633-2732  
Fax: (850) 482-3590  
Email: [richard.williams@careersourcechipola.com](mailto:richard.williams@careersourcechipola.com)

Notice Address and Primary Contact for Opportunity Florida

Name Here, Antonio Jefferson  
Work title  
Address  
Telephone:  
Fax:  
Email:

**MODIFICATION/ADMENDMENT**

No modification of any part or provision of this Agreement shall be valid or binding unless in writing and executed by both parties hereto. This Agreement may be amended upon mutual written agreement of term(s).

**ASSIGNABILITY**

Neither party shall assign this Agreement, in whole or in part, without prior written consent of the other Party.

**LIMITED REPRESENTATION AND DISCLAIMER OF WARRANTIES**

Both parties represent and warrant they have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder.

**LITIGATION**

In the event of litigation between the parties hereto, each party agrees to be liable and responsible for its own costs, expenses and legal fees, including attorney fees and costs.

**IDEMNIFICATION AND LIABILITY**

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party and/or the officers, employees, or agents thereof. The parties acknowledge that nothing contained in this Agreement shall be construed or

interpreted as consent on the part of any entity protected by sovereign as a waiver of sovereign immunity or as denying to either party any remedy or defense available to such party under the laws of Florida.

### **CONSENTS, APPROVALS AND REQUESTS**

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either party under this Agreement shall be in writing and not unreasonably withheld. Each party shall only make reasonable requests under this Agreement.

### **LOBBYING AND PURCHASE OF ALCOHOL**

Neither party shall violate any requirement related to use of funds as it relates to lobbying or the purchase of alcohol. It is understood that requirement related to use of funds may come as a result of federal, state and/or local laws and regulations as well as include any restrictions placed on the use of funds by any granting agency or organization.

Witness the Hands and Seals of the parties hereto:

EACH PARTY ACKNOWLEDGES THAT IT HAS AUTHORITY FROM THE GOVERNING BODY OF THE ORGANIZATION TO ENTER THIS AGREEMENT AND THAT THE ORGANIZATION FULLY UNDERSTANDS THE TERMS OF THE AGREEMENT.

#### **CAREERSOURCE CHIPOLA**

By:   
Richard Williams, Executive Director

Date: 5/9/16

#### **OPPORTUNITY FLORIDA**

By:   
Antonio Jefferson, Director

Date: 5/9/16



**AMENDMENT TO THE LETTER OF AGREEMENT FOR  
PROFESSIONAL SERVICES BETWEEN  
OPPORTUNITY FLORIDA  
AND  
CAREERSOURCE CHIPOLA**

This amendment to the agreement is entered into as of the 13th day of November, 2020.

The purpose of this amendment is to change the automatic renewal date and the maximum amount to be expended in any one-year period.

By our signature to this amendment the parties hereby agree the Automatic Renewal as listed under "Automatic Renewal 1." to read, The automatic renewal period shall be for twelve (12) months beginning July 1 of each year and ending the following June 30 of each year.

By our signatures to this amendment the parties hereby agree the funding amount listed shall not exceed \$220,000 as the maximum payment to CareerSource Chipola and shall be on a documented cost reimbursement basis.

*Janice Sumner*

\_\_\_\_\_  
Chair, CareerSource Chipola

*Ted Everett*

\_\_\_\_\_  
Chair, Opportunity Florida



## Document Details

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