

TRANSFER OF FUNDS AGREEMENT

This **Transfer of Funds Agreement** is entered into as of _____, 2024 (the “Effective Date”) between **Pinellas County**, a political subdivision of the State of Florida (the “County”) and WorkNet Pinellas, Inc., a Florida corporation, dba **CareerSource Pinellas**.

The parties agree as follows:

1. **Introduction**. Florida’s Reimagining Education and Career Help (the “REACH Act”) was approved by the Florida Legislature and signed into law by Governor DeSantis in 2021. Pursuant to the REACH Act, in 2023 the number of local workforce development boards in Florida was reduced from 24 to 21. This reduction included CareerSource Pinellas and CareerSource Tampa Bay. These workforce development boards will merge on or about June 30, 2024, to create CareerSource Hillsborough Pinellas.
2. **Purpose of this Agreement**. As of May 10, 2024, CareerSource Pinellas has approximately \$1,254,000 in unrestricted funds available for workforce services for individuals and employers in Pinellas County. At the March 20, 2024 meeting of the Board of Directors of CareerSource Pinellas, the Board approved the transfer of \$1,000,000.00 from the unrestricted funds to Pinellas County to be used for workforce services in Pinellas County (the “Funds”).
3. **Responsibilities of CareerSource Pinellas**. On or before the merger date CareerSoure Pinellas will transfer the Funds to Pinellas County.
4. **Responsibilities of the County**. Upon receipt of the Funds, Pinellas County will use and distribute the Funds as follows:
 - a. Pinellas County will coordinate with economic development departments for the Pinellas County cities on industry roundtables and or create “A committee comprised of Pinellas County employees, CareerSource Hillsborough Pinellas Executive Management, CareerSource Hillsborough Pinellas board members and/or stakeholders of Pinellas County to discuss workforce concerns and relevant business services..
 - b. Pinellas County will research and coordinate strategies to support collaborative county-wide and regional workforce initiatives, including regular interaction with existing industry employers, educational institutions, and workforce providers as well as compiling and analyzing workforce data and trends to identify opportunities that align the demand and supply of talent in Pinellas County.
 - c. The Funds will be used solely for addressing issues and supporting labor force concerns, employee development and retention and community stabilization.
 - d. Interact with individuals seeking jobs in Pinellas County and for workforce services for Pinellas County employers.
 - e. Increase industry awareness of economic development and Career Source Hillsborough Pinellas services and incentives.
 - f. Status reports will be provided to CareerSource Pinellas, or, if after the merger to CareerSource Hillsborough Pinellas (to the applicable address below) outlining the use of the Funds.

g. Within 60 days after the complete distribution of the Funds or the termination of this Agreement, whichever is applicable, provide CareerSource Pinellas, or, if after the merger to CareerSource Hillsborough Pinellas with an accounting of the use of the Funds.

5. **Notices.** Written notice, mailed or delivered to the last known mailing address, or address provided by a respective party, shall constitute sufficient notice to the other party. All notices required and/or made pursuant to this Agreement to be given must be in writing and given by way of hand delivery, email, or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

<p>To CareerSource Pinellas:</p> <p>Steven Meier, CPA Chief Executive Officer CareerSource Pinellas 13805 58th Street N., 2-140 Clearwater, FL 33760 SMeier@careersourcepinellas.com Phone (727) 608-1709 Cell (727) 365-8642</p>	<p>To Pinellas County:</p> <p>Dr. Cynthia Johnson Director Pinellas County Economic Development 13805 58th Street North, Suite 1-200 Clearwater, FL 33760 cyjohnson@pinellas.gov Phone: (727)464-7445 Cell: (727)410-4778</p>
<p>To CareerSource Hillsborough Pinellas</p> <p>TBD CareerSource Hillsborough Pinellas 4350 W. Cypress Street, Ste 875 Tampa, FL 33607</p>	


6. **Termination; Expiration.** Pinellas County may not use the Funds for any purpose other than the purposes set forth in this Agreement. If Pinellas County violates this provision or breaches any other term or condition of this Agreement, CareerSource Pinellas, or if after the merger, CareerSource Hillsborough Pinellas may demand return of the Funds that were spent on unauthorized uses, in which case Pinellas County shall return such Funds within thirty days of written demand. Otherwise this Agreement will automatically expire upon Pinellas County’s providing an accounting of the use of the Funds.

7. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as this Agreement. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence. In the event that CareerSource Pinellas is merged with

CareerSource Tampa Bay when a report, notice or other action under this Agreement is required or permitted, no amendment to this Agreement is necessary for CareerSource Hillsborough Pinellas to receive such report, notice or to take any action under this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.
9. **Governing Laws; Venue; Attorneys Fees and Costs.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any of the parties to initiate legal action regarding this Agreement, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement which may be brought by any of the parties hereto. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law. Each party shall bear its own costs and attorneys fee related to this Agreement, including the resolution of any disputes related to this Agreement.
10. **Severability.** All clauses of this Agreement act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. The parties agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
11. **Public Records.** The parties mutually acknowledge their respective obligation to adhere to and comply with all of the provisions of the Florida Public Records Act, as set forth in Chapter 119 of the Florida Statutes.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed and original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party of transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such pdf/email delivery.
13. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with their respective legal counsel, and participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.
14. **Conflicts.** The terms of this Agreement shall control of any conflicting terms in any referenced agreement or document.

Authorized parties are signing this Agreement on the Effective Date in the introductory clause.

WorkNet Pinellas, Inc.	Pinellas County
By: 	By: _____
Name: Steven Meier, CPA	Name:
Title: Chief Executive Officer	Title:

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney