

AGREEMENT TO PROVIDE CUSTOMIZE TRAINING
Between
PASCO HERNANDO WORKFORCE BOARD INC.
And
WITHLACOOCHEE RIVER ELECTRIC COOP., INC.
CUSTOMIZE TRAINING TARGETED INDUSTRIES 21-22

1. PARTIES

This Customize Training Agreement is made and entered into this 14 day of February 2022 between Pasco Hernando Workforce Board, Inc., located at 16336 Cortez Boulevard, Brooksville, FL 34601 and WITHLACOOCHEE RIVER ELECTRIC COOP., INC. (hereinafter referred to as "WITHLACOOCHEE RIVER ELECTRIC COOP., INC.") located at 14651 21st Street, Dade City, FL 33523

2. NOTICES

Any notice or communications given pursuant hereto by any party shall be in writing and mailed by registered or certified mail, postage prepaid, or by express mail to the following:

Jerome Salatino, CEO
Pasco Hernando Workforce Board, Inc.
16336 Cortez Boulevard
Brooksville, FL 34601

Billy E. Brown
WITHLACOOCHEE RIVER ELECTRIC COOP., INC.
14651 21st Street
Dade City, FL 33523
352-567-5133 EXT. 6310

3. BASIS FOR AGREEMENT

- 3.1** Pasco Hernando Workforce Board Inc. is a 501(c) (3) non-profit organization appointed and designated by the Pasco and Hernando Board of County Commissioners to act as the Pasco-Hernando County Workforce Development Board under provisions of the "Workforce Innovation and Opportunity Act of 2014." Pasco Hernando Workforce Board Inc. has requested and received certification as the Region 16 Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development. Pasco Hernando Workforce Board Inc. is empowered to administer the Employed Worker Training Program, as authorized under the federal Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113 128, for the purpose of providing grant funding for continuing education and training of currently employed employees at existing businesses located in Pasco and Hernando County, Florida.

- 3.2 Pasco Hernando Workforce Board Inc. received WITHLACOOCHEE RIVER ELECTRIC COOP., INC. response to the Targeted Sector Initiatives 2021-2022 solicitation on July 1, 2021 demonstrating that it is a qualified organization eligible to receive funding. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. is committed to the training 5 employed workers as described in the Invitation to Negotiate Questionnaire (A copy of which is attached hereto and incorporated herein as "Exhibit A").
- 3.3 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. warrants that the information set forth in the application, "Exhibit A", is true, correct and complete in all material aspects and that such application may only be amended by prior approval of Pasco Hernando Workforce Board Inc. and subject to mutual agreement by all parties. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will provide employees the choice when selecting a training provider in order to remain in compliance with the Eligible Training Provider and other Individual Training Account requirements unless it is customized training, On the Job Training or as referenced in the Pasco Hernando Workforce Board Inc. Board approved directives.
- 3.4 Pasco Hernando Workforce Board Inc. is prepared to provide funds for eligible employees not to exceed \$50,000 (CFDA # 17.258) as outlined in the approved Budget, a copy of which is attached hereto and incorporated herein as "Exhibit C." These funds shall be expended solely for the purpose of the approved program budget on a reimbursement and performance method of payment
- 3.5 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees to list all local job openings with Pasco Hernando Workforce Board Inc. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will be assigned a Pasco Hernando Workforce Board Inc. Account Manager and will communicate all necessary information to list open positions. This does not preclude WITHLACOOCHEE RIVER ELECTRIC COOP., INC. from utilizing other forms of hiring.
- 3.6 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees funds will not be used to directly or indirectly assist, promote, or deter union organizing.
- 3.7 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees funds will not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike or locked out in the course of a labor dispute or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

4. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of the last required signature, and shall remain in effect until the completion of stated purpose, as outlined in Section 3.2

above. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. is to complete all of the training specified in **Exhibit B** by June 15, 2022 or specified date to the satisfaction of Pasco Hernando Workforce Board Inc., whichever is earlier. Training may begin as of the approved date however no grant funds may be disbursed for program expenses incurred prior to final execution of this agreement.

5. PAYMENTS

- 5.1** Schedule. Payments shall be made to WITHLACOOCHEE RIVER ELECTRIC COOP., INC. on a performance basis. Prior to the start of training WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will submit the full name, social security number and date of birth of all males born after 1960 that are scheduled to participate in approved training. Training of these individuals will not commence until registration of Selective Service is verified by Pasco Hernando Workforce Board Inc. Those males born after 1960 that are not Selective Service registered will be ineligible for participation in this program and no reimbursement will be made by Pasco Hernando Workforce Board Inc.

WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will provide completed employee profiles, grievance forms, copies of the I-9 or Driver's License and Social Security Card, along with certificates of completion for every performance measure for each eligible employee who participated in training. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will submit certificates of completion as outlined in **Exhibit "B"**. Completed profiles, grievance forms, I-9s, and certificates must be submitted as both a hard paper copy and USB or electronically. If at any time it appears that funds are not going to be expended according to the proposal submitted, Pasco Hernando Workforce Board Inc. reserves the right to de-obligate funds from this agreement.

- 5.2** Final Payment. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall submit the final invoice for reimbursement within five (5) days of the expiration of this Agreement. Pasco Hernando Workforce Board Inc. shall withhold final payment until all documentation specified within this agreement received.
- 5.3** Availability of Funds. Pasco Hernando Workforce Board Inc.'s liability under this Agreement is contingent upon the continued availability of legislatively appropriated and allocated funds. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees that Pasco Hernando Workforce Board Inc. shall be the final determiner of the availability of such funds.

6. REQUIREMENTS OF WITHLACOOCHEE RIVER ELECTRIC COOP., INC.

- 6.1** During the term of this Agreement, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees to:

- (a) Comply with all applicable federal, state and local laws related to the execution of the program described in "Exhibit A & Exhibit B"; and
- (b) Cooperate with Pasco Hernando Workforce Board Inc. in every reasonable way to ensure the successful delivery of the training program. Specific
- (c) training objectives are described in "Exhibit A & Exhibit B", which includes all provisions required by section 445.003, Florida Statutes.
- (d) Maintain compliance under the Workforce Innovation and Opportunity Act (WIOA) as guidance and implementation are ongoing.
- (e) Prior to the start of training submit the full name, social security number and date of birth of all males born after 1960 that are scheduled to participate in approved training.
- (f) Provide training under this agreement for existing eligible full-time employees with the clear understanding that trainee wages cannot fall below \$12.00 per hour after training. Trainee wage rate shall be the same as wages paid to employees who are similarly situated in similar occupations and have similar training, experience and skills. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will maintain attendance and payroll records.
- (g) Adhere to health and safety standards established under Federal and State law. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall keep records of participant injuries and illnesses in accordance with the provisions of Part 1904 of Title 29 of the Code of Federal Regulations.
- (h) Be bound by the Drug-Free Workplace Regulatory Requirements that are specified in the Drug-Free Workplace Act of 1988, Public Law 10-690, Title V, Subtitle D; 41 U.S code 701 et seq; 29 CFR Part 98, Federal Register 54CFR 4946.
- (i) Provide invoicing which must include reporting the amount of WITHLACOOCHEE RIVER ELECTRIC COOP., INC. resources and/or leveraged funds provided in category and dollar amount along with invoices provided to WITHLACOOCHEE RIVER ELECTRIC COOP., INC. by Training Provider and/or Educational Institutions.
- (j) For each eligible trainee, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. must provide the following to Pasco Hernando Workforce Board Inc.:
 - Completed 2021-2022 employee profiles (completed prior to training);
 - Grievance forms (initialed and signed prior to training);
 - Certificate of completion for each training; and
 - I-9 form and/or Driver's License/Social Security Card.
- (k) Under current Workforce Innovation and Opportunity Act of 2014 guidance, an applicant's current INS status must be verified to be determined eligible for services and/or receive training, a Permanent Alien Resident card is currently valid for duration of 10 years and then renewal is required/recommended. WITHLACOOCHEE RIVER ELECTRIC

COOP., INC. will provide current INS information to support applicant's right to work within the U.S

- (I) Contractors with Pasco Hernando Workforce Board Inc. must agree to allow Pasco Hernando Workforce Board Inc., The Department of Economic Opportunity, USDOL, and USDHHS access to any records directly related to this program. Records must be maintained for three (3) years subsequent to the conclusion of this program. All invoices, employee profiles and certificates must be submitted to the Pasco Hernando Workforce Board Inc. administrative office in the form of one (1) paper copy along with an electronic version of all items contained in the paper version via emailed electronically to EWT@careersourcepascohernando.com. All confidential information should be sent encrypted and password protected.

6.2 Status Updates. During the term of this Agreement, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall provide Pasco Hernando Workforce Board Inc. with immediate notification if a deviation from the proposal occurs. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. also agree to respond within 48 hours to any inquiries by Pasco Hernando Workforce Board Inc. regarding status on training and/or expenditures. This information is not a replacement for the other reports and audits, which may be required elsewhere in this Agreement.

6.3 Final Program and Budget Report. Within fifteen (15) days of the expiration of this Agreement, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will provide Pasco Hernando Workforce Board Inc. with certification that the training program has been completed in compliance with the terms and conditions of this Agreement. Further, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will provide a report that shall specify:

- (a) the actual number of employed employees trained by WITHLACOOCHEE RIVER ELECTRIC COOP., INC. in conjunction with this training program;
- (c) sufficient documentation for identification of all participants that would allow access through the automated student databases pursuant to section 1008.39 Florida Statutes or electronic listings by social security number for calculation of performance measures and any other outcomes deemed pertinent to Pasco Hernando Workforce Board Inc.; and
- (d) all documentation listed in section 6.1.

6.4 Audit and Records. During the term of this Agreement, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees to comply with the following requirements:

- (a) Maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures for funds provided by Pasco Hernando Workforce Board Inc. under this agreement for a period of three (3) years after conclusion of the Agreement. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by representatives of Pasco Hernando Workforce Board Inc., state personnel of the Office of the Auditor General, Office of Comptroller, or other state personnel authorized by Pasco Hernando Workforce Board Inc.;
- (b) submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit;
- (c) maintain financial records and reports related to funds paid to any parties for work on the matters which are the subject of this Agreement; and
- (d) include these record-keeping requirements in contracts and subcontracts entered into by WITHLACOOCHEE RIVER ELECTRIC COOP., INC. with any party for work required under terms of this Agreement.

- 6.5 Follow-up. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will respond to quarterly follow-up checks on trainee employment status by Pasco Hernando Workforce Board Inc. staff for a period of up to three years after the final invoice.
- 6.6 Liability. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. assumes the risk of any claims, suits, judgments or damages arising from WITHLACOOCHEE RIVER ELECTRIC COOP., INC. performance of, or failure to perform, the tasks and duties which are the subject of this Agreement, or from WITHLACOOCHEE RIVER ELECTRIC COOP., INC. participation in the program. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall indemnify, defend, and hold Pasco Hernando Workforce Board Inc. harmless from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions resulting from WITHLACOOCHEE RIVER ELECTRIC COOP., INC. performance of the tasks and duties which are the subject of this Agreement.
- 6.7 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. signature below verifies there is a current I-9 form on file for each participant employee that verifies date of birth, American citizenship or right-to-work, and that this information will be provided to the location specified by Pasco Hernando Workforce Board Inc. and/or State of Florida Agency, and/or a department of the US Federal Government within 48 hours of request. However, as specified in Section 1008.39(4), Florida Statutes, the information which, if released, would disclose the identity of the person to whom the information pertains or disclose the identity of the person's employer is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes. Any evaluations published subsequent to the training program may not identify the employer or any individual participant. Should WITHLACOOCHEE RIVER

ELECTRIC COOP., INC. not have a completed I-9 on file, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will make copies of the trainee's Social Security Card and Driver's License prior to the start of training. This documentation will serve as an alternative to the I-9.

- 6.8 Independent contractor. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall act as an independent contractor and not as an employee of Pasco Hernando Workforce Board Inc. in the performance of the tasks and duties which are specific obligations of WITHLACOOCHEE RIVER ELECTRIC COOP., INC. pursuant to this Agreement.
- 6.9 Non-discrimination and harassment-free workplace. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall not discriminate against any person, applicant or employee employed in the performance of this Agreement, or against any applicant for employment because of race, color, national origin (including limited English proficiency [LEP]), religion, sex, marital status, age, disability, political affiliation, or belief, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will maintain compliance with OMB Circular A-133 if applicable. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- 6.10 Public Entity Crimes. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. affirms that at no time has it been convicted of a Public Entity Crime pursuant to section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the term of this Agreement may result in termination.
- 6.11 Workers' Compensation Coverage. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. affirms that it is aware of the provisions of Chapter 440 (Workers' Compensation) of the Florida Administrative Code (FAC) which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that chapter. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. affirms that it will comply with such provisions before commencing the performance of the work under this contract. The provision shall apply to the extent provided by federal laws, rules and regulations.
- 6.12 Grievance Procedure. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall maintain a grievance procedure to handle any grievances or complaints that the participant may have. If WITHLACOOCHEE RIVER ELECTRIC COOP., INC. does not have a grievance procedure, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall use the Workforce grievance procedures. If WITHLACOOCHEE RIVER ELECTRIC COOP., INC. elects to use its own

grievance procedures, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. must advise all participants of their right to appeal through the grievance procedures.

- 6.13 Retention of the employee in unsubsidized employment following the completion of the training. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall use its best endeavors to retain the trainee in unsubsidized full time employment following the successful completion of the training. In case WITHLACOOCHEE RIVER ELECTRIC COOP., INC. decides not to retain the trainee as a full time permanent employee, it must provide Pasco Hernando Workforce Board Inc. with the reason(s) why.
- 6.14 Clean Air and Water Act. When applicable, if this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 *et seq.*), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation of the above to the contract manager
- 6.15 No trainee shall be hired under the present agreement if nepotism exists.

7. TERMINATION

- 7.1 In the event that WITHLACOOCHEE RIVER ELECTRIC COOP., INC. materially defaults in the performance of any duty, obligation, covenant or agreement imposed on it or made by it in this Agreement, then Pasco Hernando Workforce Board Inc. shall provide to WITHLACOOCHEE RIVER ELECTRIC COOP., INC. notice of such default. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall have fifteen (15) days within which to initiate action to correct the default and thirty (30) days within which either to cure the default or to demonstrate to the satisfaction of Pasco Hernando Workforce Board Inc. that corrective action has been taken and will likely result in curing the breach. In the event that WITHLACOOCHEE RIVER ELECTRIC COOP., INC. fails to cure the default, Pasco Hernando Workforce Board Inc. will have the right to terminate this Agreement.
- 7.2 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall, subject to the provisions of Chapter 119, Florida Statutes, permits public access to all public documents or other materials prepared, developed or received by it in connection with the performance of its obligations or the exercise of its rights under this Agreement. Pasco Hernando Workforce Board Inc. may terminate this Agreement

if WITHLACOOCHEE RIVER ELECTRIC COOP., INC. fails to allow such public access.

8. LEGAL REQUIREMENTS

8.1 With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the laws of the State of Florida and the Government of the United States, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Pinellas County, Florida.

8.2 No provision for automatic renewal or extension of this Agreement shall be effective.

9. MODIFICATION

This writing contains the entire Agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this Agreement.

No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of Pasco Hernando Workforce Board Inc. or designee for Pasco Hernando Workforce Board Inc. and an executive officer of WITHLACOOCHEE RIVER ELECTRIC COOP., INC.

The parties agree to renegotiate this Agreement if revisions of any applicable State of Florida laws, regulations or decreases in allocations make changes to this Agreement necessary.

10. GENERAL CONDITIONS

10.1 Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to this Agreement. Such limitations include, but are not limited to, the following:

- (a) Pasco Hernando Workforce Board Inc. is liable for damages only to the extent provided by section 768.28, Florida Statutes;
- (b) Pasco Hernando Workforce Board Inc. is not bound by any agreements to indemnify, hold harmless, or for liquidated damages or cancellation charges; and
- (c) no provision of this Agreement shall be construed as a waiver by Pasco Hernando Workforce Board Inc. of any right, defense or claim which Pasco Hernando Workforce Board Inc. may have in any litigation arising under the Agreement. Nor shall any Agreement provision be construed as a waiver by Pasco Hernando Workforce Board Inc. of any right to initiate litigation.

- 10.2 In providing funds for instruction pursuant to this Agreement, materials that relate to the methods of manufacture or production, potential trade secrets, business transactions, or proprietary information received, produced, ascertained, or discovered by employees of the district school boards, community college district boards of trustees, or other personnel employed for the purposes of this section are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes. Pasco Hernando Workforce Board Inc. may seek copyright protection for all instructional materials and ancillary written documents developed wholly or partially with state funds as a result of instruction provided pursuant to this Agreement. Subject to Pasco Hernando Workforce Board Inc.'s approval, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. may seek copyright, patent and other intellectual property interest in the products and materials developed by WITHLACOOCHEE RIVER ELECTRIC COOP., INC.... However, WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall provide Pasco Hernando Workforce Board Inc., upon request, with unrestrained use of any such materials that may be copyrighted, patented or otherwise protected.
- 10.3 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by WITHLACOOCHEE RIVER ELECTRIC COOP., INC. WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will be liable for any project funds used for purposes other than payment of costs listed in the approved budget "Exhibit C."
- WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall indemnify and hold Pasco Hernando Workforce Board Inc. harmless for claims made by any third party with respect to expenses incurred or activities performed by WITHLACOOCHEE RIVER ELECTRIC COOP., INC. in fulfillment of this project.
- 10.4 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. is encouraged to utilize "minority business enterprises", as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and should report all such usage to Pasco Hernando Workforce Board Inc.
- 10.5 The following activities shall not be funded with any of the grant funds: (a) trainees' salaries; (b) purchase of equipment, furniture or fixtures; (c) travel and related incidental costs; and (d) political activity, lobbying of state or federal or local legislators, or to promote or oppose unionization, judiciaries or agencies; e) religious or anti-religious activity.
- 10.6 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. agrees to apply Davis Bacon, as amended (40 U.S.C. 276a to 276a-7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, wage rates to projects funded under this Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by

WITHLACOOCHEE RIVER ELECTRIC COOP., INC. regular work force. Prior to making any determination not to pay Davis Bacon wages for any construction type program funded by this Agreement, Contractor shall request a waiver from Pasco Hernando Workforce Board Inc.

- 10.7 To the extent this contract is funded in excess of \$50,000.00 of funds made available from the federal government WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 7401 et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and the State of Florida Energy conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]. The contractor shall report any violation of the above to the Pasco Hernando Workforce Board Inc. contact listed in this agreement.
- 10.8 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
- 10.9 WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 10.10 Any organization or entity, whether public or private, which sponsors a program financed partially by state funds or funds obtained for a state agency shall, in publicizing, advertising or describing of the sponsorship of this project, use the following statement "Sponsorship by WITHLACOOCHEE RIVER ELECTRIC


COOP., INC., Pasco Hernando Workforce Board Inc. and the State of Florida.” If the sponsorship referenced is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the organization.


- 10.11** When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- 10.12** The Parties agree to comply with all the terms and provisions of this Agreement including and incorporating herein the following specified Attachments:
Exhibit A – Questionnaire
Exhibit B – Anticipated Outcomes/Reimbursement Schedule
Exhibit C – Approved Training Budget
Exhibit D – Certification Regarding Drug-Free Workplace
Exhibit E – Nondiscrimination and Equal Opportunity Assurance
- 10.13** WITHLACOOCHEE RIVER ELECTRIC COOP., INC. acknowledges and agrees that it is not debarred or suspended from doing business with the federal government under 29 CFR part 98, subpart C. Should WITHLACOOCHEE RIVER ELECTRIC COOP., INC. become debarred or suspended from doing business with the federal government WITHLACOOCHEE RIVER ELECTRIC COOP., INC. shall provide immediate written notice to the Pasco Hernando Workforce Board Inc. Chief Executive Officer, and such debarment or suspension shall be deemed a material default.
- 10.14** WITHLACOOCHEE RIVER ELECTRIC COOP., INC. acknowledges that under the Workforce Innovation and Opportunity Act of 2014, the act supports a year of transition and implementation. Additional or clarifying guidance may be received during the first year from federal, state or local level wherein a resulting change or modification may be needed. Any change or clarification will be notified 10 days prior to any effective date
- 10.15** This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

**PASCO HERNANDO
WORKFORCE BOARD INC.**

**WITHLACOOCHEE RIVER ELECTRIC
COOP., INC.**

BY:  / Feb 14, 2022
NAME: Jerome Salatino
TITLE: CEO/ President

BY:  12/14/22
NAME: Billy E. Brown
TITLE: Executive V.P. & General Manager



INVITATION TO NEGOTIATE

Targeted Sector Initiatives (TSI): To Promote Career Ladder, Business Retention & Skills Upgrade Training For Employed Workers

2021-2022 QUESTIONNAIRE

Organization Name: WITHLACOOCHEE RIVER ELECTRIC COOP., INC.			
Street/Mailing Address: 14651 21 ST STREET			
City: DADE CITY		ZIP: 33523PASCO	County: PASCO
Organization Contact Person: KRIS WALZAK		Title: HR DIRECTOR	
Phone: 3525675133 EXT. 6310		Ext. 6310 Fax: 3525677491	
Email Address: KWALZAK@WREC.NET		Website Address: www.wrec.net	
Alternate Contact: DAVID LAMBERT		Alternate Contact Title: MANAGER, MEMBER RELATIONS	
Alternate Contact Phone: 3525675133 EXT. 6102			
Alternate Contact Email: DLAMBERT@WREC.NET			
Date of Inception: May 25, 1939	Years in Business: 82	Total # Full-time Employees at this location: 514	
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Utility	<input checked="" type="checkbox"/> Non-profit	<input type="checkbox"/> Leased	<input type="checkbox"/> Other (please indicate)
Employer's Federal ID #: 59-0545223		Unemployment Comp ID #: 0017747	
Dun and Bradstreet. #: 06-467-5648		Primary NAICS and or (SIC) Code: 4911	
Is your company current on all State of Florida tax obligations?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
The total amount your company will spend on training in 2021/2022		\$50,000	
Is your company receiving/applying for other public training funds?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If yes, explain:			
If yes, please state the source(s) and \$ amount(s):			
Description of your business, product(s) and/or service(s):			
Utility Electric Distribution			
Amount of Grant Request from local CareerSource board: \$3,010		Number of FT Employees to be Trained: 5 (must be Florida residents)	
Training Start Date 02/21/2022		Training End Date 02/21/2023	
Training will be delivered:		<input checked="" type="checkbox"/> On-site <input type="checkbox"/> At the training institution <input type="checkbox"/> At a remote location	

Indicate industry sector that best fits your organization or type of training proposed

SECTOR 1: Healthcare	
SECTOR 2: Manufacturing	
SECTOR 3: Information Technology	
SECTOR 4: Construction	
SECTOR 5: Transportation & Warehousing	
Apprenticeship: Any industry/sector	X
Region 16 Demand Occupations List (TOL)	X

***Please complete the Excel budget sheet and submit with application.**

BUDGET

EMPLOYER: WREC

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Category	Employer Contribution (A)	Career Source Board Assistance Requested (B)	TOTAL A+B=C
Direct Training Costs: Instructor Wages/Tuition inclusive of manuals/textbooks. (50% maximum reimbursement, up to \$7500 per individual)	\$1,505.00	\$1,505.00	\$3,010.00
Direct Training Costs Contribution	50%	50%	100%
ADDITIONAL EMPLOYER LEVERAGED RESOURCES			
Curriculum Development			\$0.00
Training Equipment Purchase (Must be employer contribution and cost prorated as a percentage for training time period.) Amount to be listed in dollars			\$0.00
Facility Usage (If training takes place at a company site)			\$0.00
Travel, Food, Lodging			\$0.00
Trainee Wage and Benefits	\$57,071.57		\$57,071.57
SUBTOTAL	\$57,071.57		\$57,071.57
Indirect Costs			\$0.00
Total Employer Leveraged Resource	\$57,071.57		\$57,071.57
TOTAL TUITION & LEV COSTS	\$58,576.57	\$1,505.00	\$60,081.57
PHWB reimbursement up to 100% of direct training costs per person, up to \$7500 per person, providing the total reimbursement does not exceed 50% of all costs (including leveraged costs)		\$1,505.00	\$1,505.00
TOTAL Training incl leveraged costs	\$58,576.57	\$3,010.00	\$61,586.57
	95.11%	4.89%	100%

Proposed Training

Please provide the following information regarding the individuals and costs of the proposed training. **Insert additional rows as needed.**

	Job Title of Individual(s) Receiving Training and Number per Job Title (Use 1 line for multiple trainees with the same job title)	Avg. Rate of Pay Pre-Training	Est. Rate of Pay Post-Training	Type of Training	Training Estimated Start Date (MM/DD/YYYY)	Training Estimated End Date (MM/DD/YYYY)	Issued/Recognized By:	Classroom/ Training Hours	Estimated Cost Training/Tuition per Individual
1	METER TECHNICIAN	\$ 47.00	\$ 47.00	Meter Tech Cert.	2/21/22	2/21/23	NORTHWEST LINEMAN COLLEGE	208.5	\$602.00
2	METER TECHNICIAN	\$ 44.76	\$ 44.76	Meter Tech Cert	2/21/22	2/21/23	NORTHWEST LINEMAN COLLEGE	208.5	\$602.00
3	METER TECHNICIAN	\$ 40.60	\$ 40.60	Meter Tech Cert	2/21/22	2/21/23	NORTHWEST LINEMAN COLLEGE	208.5	\$602.00
4	SUBSTATION TECHNICIAN	\$ 28.83	\$ 28.83	Substation Tech Cert	2/21/22	2/21/23	NORTHWEST LINEMAN COLLEGE	279.5	\$602.00
5	APPARATUS TECHNICIAN	\$ 19.54	\$ 47.00	Apparatus Tech Cert	2/21/22	2/21/23	NORTHWEST LINEMAN COLLEGE	198.4	\$602.00
6		\$	\$						
7		\$	\$						
8		\$	\$						
9		\$	\$						
10		\$	\$						
11		\$	\$						
12		\$	\$						
13		\$	\$						
14		\$	\$						
15		\$	\$						

ANTICIPATED OUTCOMES

Please check the boxes that apply to the anticipated outcomes of the proposed project.


<input type="checkbox"/> Will improve the long-term wage levels of trainees	<input type="checkbox"/> Will improve the short-term wage levels of trainees
<input type="checkbox"/> Will create new jobs within our company	<input type="checkbox"/> Would help prevent company from having to relocate operations
<input checked="" type="checkbox"/> Will lower employee turnover in our company	<input checked="" type="checkbox"/> Critical to the long-term viability of our company
<input type="checkbox"/> Critical to the short-term viability of our company	<input type="checkbox"/> Will make this location more competitive within company
<input type="checkbox"/> Will assist in the training of veterans	<input type="checkbox"/> Will assist in the training of minorities
<input type="checkbox"/> Will assist in the training of the disabled	<input type="checkbox"/> Will assist welfare to work participants
<input type="checkbox"/> Will increase the profitability of our company	<input type="checkbox"/> Important to the stated mission of our company
<input checked="" type="checkbox"/> Will be an important component of our company's overall workforce employee development efforts	
<input type="checkbox"/> Will assist in the improvement of international trade opportunities	

Certification by Authorized Company/Institution Representative

The individual electronically signing the application below must have authority to enter into contracts on behalf of the applying organization/company.

As an authorized representative of the company/institution listed above, I hereby certify that the information listed above and attached to this application is true and accurate. I am aware that any false information or intended omissions may subject me to civil or criminal penalties for filing of false public records and/or forfeiture of any training award approved through this program.

Typing in your name serves as your electronic signature.

Electronic Signature: Billy E Brown 	Date: 2/9/22
Name: Billy E. Brown	Title: Billy E. Brown, Executive VP & General Manager
Email Address: bbrown@wrec.net	

All completed Questionnaires should be sent via email to Pasco Hernando workforce board.

- **CareerSource Pasco Hernando: Pasco or Hernando County:**
kruss@careersourcepascohermando.com

EXHIBIT D

Certification Regarding Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, Subpart B. I, the undersigned, in representation of WITHLACOOCHEE RIVER ELECTRIC COOP., INC., attest and certify that WITHLACOOCHEE RIVER ELECTRIC COOP., INC. will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in WITHLACOOCHEE RIVER ELECTRIC COOP., INC. workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D2, with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including

termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

H. Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street address, city, county, state and zip code:

Billy E. Brown
WITHLACOOCHEE RIVER ELECTRIC COOP., INC.
14651 21st Street
Dade City, FL 33523
352-567-5133 EXT 6310

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION


I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Billy E. Brown Executive V.P. & General Manager

Name and Title of Authorized Representative

WITHLACOOCHEE RIVER ELECTRIC COOP., INC.

Company Name


Signature

2/14/22
Date

EXHIBIT E

Nondiscrimination & Equal Opportunity Assurance

As a condition of the Agreement WITHLACOOCHEE RIVER ELECTRIC COOP., INC. assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) The Workforce Innovation and Opportunity Act (WIOA) of 2014 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C 2000d et seq., which prohibits discrimination on the basis of race, color and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended 20 U.S.C 6181 et seq., which prohibits discrimination on the basis of sex in educational programs.

Billy E. Brown Executive V.P. & General Manager

Name and Title of Authorized Representative

WITHLACOOCHEE RIVER ELECTRIC COOP., INC.

Company Name

Signature



2/14/22

Date

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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