

## **On-the-Job-Training (OJT) Contract**

Between

## **CareerSource Okaloosa Walton**

And

Precision Measurement, Inc

OJT Contract No: CR OJT: \_\_\_\_\_04-2023-29

Section 1: Contact Information

(Complete the contact information for the OJT Provider and the Employer).

CareerSource Okaloosa Walton 109 8<sup>th</sup> Avenue, Shalimar, FL 32579 Phone: 850-651-2315 Michele Burns, Executive Director

Fax: 850-651-3165 Mburns@careersourceow.com

Employer Name: Address:	Precision Measurement, Inc		
	630-C Anchors St. NW		
	Ft. Walton Beach, FL 32548		
Phone: 850-862	-2200	Fax:	
Contact Name K	eith Sims	Email:	keith.sims@pmicals.com
FEIN # (SSN if s	Sole Proprietary): 20-2511366		

#### Section 2: OJT Agreement

This On-the-Job Training (OJT) Agreement is between CareerSource Okaloosa Walton, and										
Precision Measurement, Inc.	_hereinafter									
called Employer. Both parties agree to the terms and conditions set forth within this contra	act. The									
contract term commences on April 29, 2024 and terminates on June 30, 202	:5									
inless extended by written agreement of both parties.										

#### Section 3: General Terms and Conditions

#### **Contract Purpose**

The purpose of this contract is to establish the general terms and conditions under which **CareerSource Okaloosa Walton** may refer eligible individuals ("the Trainee") for hire to the Employer to enable the individual to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act (WIOA).

#### **OJT Definition**

In accordance with the WIOA section (101) (31), the term "on-the-job training" means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

- a) Provide knowledge or skills essential to the full and adequate performance of the job.
- b) Qualify for reimbursement to the employer for a negotiated percent of the wage rate of the Trainee, for the extraordinary costs of providing the training and additional supervision related to the training.
- c) Limit the OJT contract period to the time it takes for a trainee to become proficient in the occupation for which the training is being provided. The length of training may not exceed six months. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the Trainee, the prior work experience of the Trainee, and the individual employment plan, as appropriate.

#### Training

- 1. **Employer** agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.
- 2. The **Employer** agrees to provide occupational training to the employee to attain an acceptable production level while functioning in the occupation as it exists in the employing establishment and as specified in the Agreement to Hire and Provide On-the-Job Training.

#### Fiscal

- 3. CareerSource Okaloosa Walton shall reimburse the Employer on a monthly basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to the Trainee; and as outlined in the Agreement to Hire and Provide On-the-Job Training. Holiday, sick, and vacation hours are not reimbursable. Any overtime time hours are paid at the regular reimbursable wage rate.
- 4. **Employer** must submit invoices no later than 5 business days after the month ends.
- 5. **Employer** agrees to maintain adequate time and attendance, payroll, and other records to support amounts invoiced and reimbursed under the OJT contract.
- 6. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the CareerSource Okaloosa Walton, the State and/or the federal government, during normal business hours with prior notice to the employer.
- 7. **Employer** shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, OMB A-110, A-122, and A- 133, and 2 CFR 200 as applicable.
- 8. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records. The E m p l o y e r agrees to retain such records for **five** years following the end of this agreement period, and further agrees that if any litigation, audit or claim remains unresolved at the expiration of the aforementioned period, then the records will be retained until all outstanding issues have been resolved. In the event the employer goes out of business, records pertaining to this contract should be forwarded to the CareerSource Okaloosa Walton.

#### **Employer** Assurance

- 9. **Employer** shall provide worker's compensation coverage for the OJT employee; or if not required general liability insurance coverage may be substituted for employees who are not covered.
- 10. **Employer** certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT trainee's retention.
- 11. Employer agrees that funds will not be used to to directly or indirectly aid the filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filing of which is otherwise an issue in a labor dispute involving a work stoppage.
- 12. **Employer** agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rate, including increases, and benefits as other Trainees or other employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rated specified in

section 6(a)(1) of the Fair Labor Standards Act of 1938 (Note: This Section establishes the Federal minimum wage) or the applicable state or local minimum wage law. (WIOA Section 181(a) (1) (A)).

- 12. assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
  - Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participation in any WIOA Title financially assisted program or activity:
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin:
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:
  - The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age: and
  - Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs.
- 13. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
- 14. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. (20 CFR 663.730).
- 15. Employer assures that they have not been debarred or suspended in regard to federal funding. (29 CFR Part 98).
- 16. Employer certifies that it will provide a drug-free workplace as required by 29 CFR 98, Subpart F.
- 17. **Employer** certifies that no member of the OJT trainee's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the OJT Trainee's spouse. (20 CFR 667.200(g)).
- 18. **Employer** assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instructions or as a place for religious worship. (29 CFR 37.6(F)).
- 19. **Employer** assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. (20 CFR 667.270).

#### Additional Terms

- 20. **OJT contract is subject to modification or termination** due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.
- 21. <u>Termination for Convenience:</u> The CareerSource Okaloosa Walton or Employer may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, the CareerSource Okaloosa Walton shall be responsible for any outstanding allowable costs incurred up through the revised ending date of the Contract.
- 22. <u>Commitment to Retain:</u> Provided the Trainee is not terminated for cause during the period of training and performance is satisfactory, the **Employer** agrees to retain the Trainee as a regular employee with satisfactory performance. The Employer is expected to not dismiss the Trainee without first giving notice of intent to terminate to the CareerSource Okaloosa Walton. (*Exceptions to this Prior Notice Requirement are terminations for criminal acts or other critical safety issues*). This prior notice is to allow an opportunity for the

**CareerSource Okaloosa Walton** representative to assist the Trainee and Employer in correcting the deficiency/is and to improve job performance.

- 23. Termination for Cause: The CareerSource Okaloosa Walton may terminate immediately the whole or any part of this Contract if the Employer fails to provide proper training or demonstrates a pattern of failing to retain Trainees after they have completed the OJT Program. Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. Notice of Termination for cause must be posted by certified mail/return receipt requested, and must specify and document the reason (s) for termination. The **Employer** shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.
- 24. Hold Harmless: The Employer shall hold harmless the CareerSource Okaloosa Walton from any and all liabilities and claims of any kind connected with the operations or the services of the Employer, his or her agents, representatives or employees. The Employer assumes responsibility for any adverse liabilities emanating from any complaint or non-compliance or fraud and abuse found against the Employer.
- 25. **Disputes:** It is the intent of both parties that any dispute should be resolved informally in a timely manner among the Trainee, Employer, and CareerSource Okaloosa Walton. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Employer to resolve disputes with Employees. If the Employer has no internal grievance procedures, or if the dispute remains unresolved, the parties agree to participate in and be bound by the determinations resulting from the CareerSource Okaloosa Walton grievance and complaint procedures.
- 26. Safety: Throughout the duration of training, the Employer shall ensure that the Trainee is provided with relevant safety instructions and safety equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the Employer's regular employees, the Trainee shall be provided with the same type of clothing and equipment. Local, state, and applicable Federal health and safety standards shall be observed.
- 27. Employer agrees when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state. (1) The percentage of the total cost of the program or project that will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- 28. The parties agree that this contract is the complete expression of its terms. Any oral representations or understandings not incorporated herein are excluded.

#### **Section 4: Signatures**

I hereby agree to all the terms and conditions in this OJT Contract.

#### Authorized Signatures

M. Keith Sims

Employer	Printed	Name

M. Keith Sims

**Employer Signature** 

\*\*\*\*\* \*\*\*\*\*\*\*

Michele Burns

CareerSource Okaloosa Walton Executive Director/COO

Durns

CareerSource Okaloosa Walton Signature

**Executive Director** 

April 18, 2024

Dir. of Operations

Title

Title

Date

April 29, 2024

Date

k	*	*	*	<	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

## Section 5: Concurrence of the Collective Bargaining Agent (If Applicable)

Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.

- 1. Does this company have a collective bargaining agreement with a labor organization? YES 🗌 NO 🔳
- 2. Please indicate the name, title, and union affiliation of the appropriate bargaining representative.

Printed Bargaining Representative's Name

Bargaining Representative's Title

Signature

Union Affiliation:

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. \*\*\*\*\*\*\* This Project is supported by the Employment and Training Administration of the U.S. Department of Labor as part of awards totaling \$1,117,316 with 0% financed from non-governmental sources.

#### ADDENDUM TO VENDOR AGREEMENT BY AND BETWEEN CAREERSOURCE OKALOOSA WALTON AND

#### Precision Measurement, Inc

#### **CERTIFICATIONS AND ASSURANCES**

CareerSource Okaloosa Walton (CSOW) will not award federal workforce funds where the contractor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this attachment. In performing its responsibilities under the Grantee-Sub grantee Agreement, the contractor provides the following certifications and assurances:

- A. <u>Debarment and Suspension Certification (29 CFR, Part 98 and 45 CFR Part 74)</u>
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Drug Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- D. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- E. Certification Regarding Environmental Tobacco-Smoke (42 U.S.C. 7181 thru 7184)
- F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- G. <u>Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance</u> (Pub. L 111-117)
- H. Certification Regarding Scrutinized Companies Lists section 287.135, F.S.
- I. <u>Termination for Cause and for Convenience by the Non-Federal Entity (2 CFR Appendix II to Part</u> 200 (B))
- J. Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505)
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.
- 2. Have not within a three-year period preceding this Grant Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State, or local) transaction or Grant Agreement under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph A.2 of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If the Contractor is unable to certify any of the statements in this certification, they shall attach an explanation.

# B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying" available at: <u>https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF</u>, in accordance with its instructions.

The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all "sub recipients" shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code (Byrd Anti-Lobbying Amendment). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## C. DRUG FREE WORKPLACE CERTIFICATION (29 CFR Part 98 and 45 CFR Part 82)

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR Part 94, the undersigned Contractor attests and certifies that it will provide a drug-free workplace by the following actions:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by paragraph (1) of this certification;

- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Grant Agreement, the employee will:
  - a. Abide by the terms of the statement, and;
  - b. 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.
- 5. Notifying CareerSource Okaloosa Walton in writing ten (10) calendar days after receiving notice under subparagraph 4. b. 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.
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
  - a. 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.
  - b. 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.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

### D. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title 1 of the WIA/WIOA, the Contractor assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political 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 Title I B financially assisted program or activity;
- 2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Section 504 of the Rehabilitation Act of 1973 (Pub. L.93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the Applicant receives Federal financial assistance from the Department.

- 4. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 5. Title IX of the Education Amendments of 1972 (Pub. L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 6. The American with Disabilities Act of 1990 (Pub. L.101-336) prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that DEO and the United . States have the right to seek judicial enforcement of the assurance.

#### E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

### F. CERTIFICATION REGARDING PUBLIC CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statues, no placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform CareerSource Okaloosa Walton immediately upon any change of circumstances regarding this status.

### G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)

As a condition of the Grant Agreement, Contractor assures that it will comply fully with the Federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 1010, Division E, Section 511 (Pub. L.111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L.111-242) provides that appropriations made under Pub. L.111-117 are available under the conditions provided by P. Law 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

### H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If Grant Agreement is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statue Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Contractor understands that pursuant to section 287.135, Florida Statues, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Grant Agreement.

- I. **2 CFR Appendix II to Part 200 (B):** This Agreement/Contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include but are not limited to withdrawal of funding by the United States Congress, or the failure by the United States Congress to reauthorize program activities.
  - 1. **Termination for Convenience:** The CareerSource Board or Employer may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, the Workforce Board shall be responsible for any outstanding allowable costs incurred up through the revised ending date of the Contract.
  - 2. Termination for Cause: The CareerSource Board may terminate immediately the whole or any part of this Contract if the Employer fails to provide proper training or demonstrates a pattern of failing to retain trainees after they have completed the training. Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. Notice of Termination for cause must be posted by certified mail/return receipt requested and must specify and document the reason (s) for termination. The Employer shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.
- J. **Stevens Amendment:** This *incumbent worker training* is supported by the *Employment and Training Administration of the U.S. Department of Labor* as part of an award totaling \$1,572,232 with 0% financed from non-governmental sources.

Signature page for the Addendum to Vendor Agreement by and between CareerSource Okaloosa Walton and Precision Measurement, Inc.

By signing below, the Contractor certifies the representations outlined in parts A through H above are true and correct.

## M. Keith Sims

Printed Name and Title

April 18, 2024

Date

M. Keith Sims

Signature

## Precision Measurement, Inc.

**Company or Organization Name** 



## On the Job Training (OJT) - Certification of Eligibility 2023-2024 Program Year

A proud partner of the AmericanJobCenter network

Employer's Legal Business Name: Precision Measurement, Inc						Date: 18 April 2024			
List other Business Names if Applicable:						FEIN: 20-2511366			
Street Address/Mailing Address: 630-C Anchors St.									
City: F	t. Walt	on Beach		Zip: 32548	County: (	Okaloosa			
Comp	any Co	ntact Person: Keitl	h Sims	Title: Dir. of Operati	ons				
Phone	e: 850-3	62-6444		Ext.	Fax:	s			
Email	Addres	s: keith.sims@pn	nicals.com	Website Address: wv	vw.pmica	ls.com			
		ration in the State	of Florida						
Years	in Busi	ness: 19 Ho	ow long in Okaloosa/W	/alton County: 19	SOC Co	ode: 📕 493011			
Chief	Product	<sup>::</sup> Calibration Serv	vices · 🖾 NAIC	S Code: 811219	Total #	Full-time Employees: 12			
Descr	ription o	f your business, pr	roduct (s) and or servic	<sup>e (s):</sup> Calibration ar	nd Test S	Services			
				2					
Howr	nany ne	w hires do you an	ticipate in the next 12 r	months? 3-5					
Туре	of Busir	iess:	Private for Profit	Private Non-P	Profit	Public			
Legal	Structu	re:	Sole Proprietor	Partnership		Corporation			
Daaa		wanization have	any offiliation with C		Nolton	(or member of Reard of Directory			
						(e.g. member of Board of Directors n Board employee, etc.)?			
		No, if yes, please							
Pres	ident/0	Owner is on the	Board of Directors	of CareerSource.					
List of	f job title	es or job descriptio	ons that will need to be	filled? (Attach job des	criptions, i	f available)			
			ionics Technicians						
What	are the	proposed hours pe	er week? 40						
			nissions, tips, piecewor	k or incentives are ad	ded to?				
		ase wage? <u>\$16-\$36</u>	/ hr depending on level	a and when are they	mada avai	ilabla?			
1	•		er to regular employee ement Plan, Dental, Vision, STD, Acci						
Yes	No	Workforce Innov	vation and Opportuni	ity Act (WIOA) – Eligi	ibility Que	estions			
	×	1. Is the propose	d OJT position contrac	t based?					
	×		ne position based upon		ecework o	or incentives?			
	×		considered salary or e		we awa ita th	e recreation of husing and			
×						e normal course of business? ontractors" or individuals not employed			
	x	by your organizat	tion during the entire tr	aining period?	•				
x			a payroll system that re f no to either, how will			ts? Can you verify wage payments			
		7. Do you use a s		wayes be vermed for	Jayments !				
	x	If yes, which one	:						
			the relationship (i.e. pa	A Contraction of the second seco					
X		8. Does the com	pany have ongoing trai	ning programs and es	stablished	budget?			
2023-2	2024 OJT		Revised	d August 28, 2023		Page 1 of 3			

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## On the Job Training (OJT) - Certification of

## Eligibility 2023-2024 Program Year

x		9. Do you have sufficient equipment, m training?	aterials, supervisory time and expertise to provide the necessary								
	×	10.Is the business being sold, closed, o	or merging with another company?								
	×	workers behind?	11. Has your company relocated from another labor market in the U.S. within the last 120 days leaving any workers behind? If yes, please list facility locations where you have filed WARN notices in the past six (6) months:								
	×	12. Has anyone been laid off from the s which training funds are being requester If layoffs, please provide the number of									
	×	13. Is a new job being created in a pror of currently employed workers as of the	motional line that infringes in any way on the promotional opportunities e date of the participation date?								
	×		14. Will the workforce participant displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation)?								
	x	15. Are there any outstanding wage and hour, health and safety, or discrimination complaints or adverse decisions on your firm?									
		If yes, how many occurred in the past t									
	X	Federal programs or activities?	<u>ded</u> , or otherwise excluded from or ineligible for participation in								
	×	17. Is the business involved in any circu	umstances related to falsely labeling products as made in America?								
	×	18. Does this company have a collective If yes, please attach a "concurrence lett	e bargaining agreement with a labor organization? er from the union"								
. 🗆	×	19. Will any authorized program or acti agreements?	vity impair existing contracts for services or collective bargaining								
	ver the organiza		evious OJT trainees have completed training and have been retained by								
your t	-										
	b. N	Number of OJT completions: 0	<sup>·</sup> 6 months or more after OJT completion:								
21 W		Jumber of OJTs hired:	ase provide a copy of your insurance binder. You may request the								
carrie	r mail a		n, 409 Racetrack Rd, Fort Walton Beach, FL 32547, Attention: Business								
			's Preferred Insurance Company via North Florida Agents Network								
	b. Ca	rrier number: 0955270									
		ective Dates: <u>11/19/2023 - 11/19/2024</u> Il OJT trainees be covered? I Yes	No								
22. Is	the con	npany receiving/applying for other trainin	g grant funds? 🗌 Yes 🔳 No								
Such	as: [	☐ OJT (On-the-Job Training)	QRT (Quick-Response Training)								
	[	I (Incumbent Worker Training)	Vocational Rehabilitation								

2023-2024 OJT

Revised August 28, 2023

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## On the Job Training (OJT) - Certification of Eligibility 2023-2024 Program Year

#### Authorized Signatures:

I hereby certify that the information completed on the Certification of Employer Eligibility is, to the best of	my knowledge,
true and correct.	

23. Authorized person (s) to sign the Training Grant Contracts and other official documents

 a. Name and Title:
 Keith Sims

 b. Name and Title:
 Dir. of Operations

 Employer Signature:
 M. Keith Sims

 Type or Print Name:
 M. Keith Sims

 Certification of Eligibility:

 Employer meets all of the Workforce Innovation and Opportunity Act (WIOA) requirements:
 Yes

 Services Representative Signature:
 Emmy Epperson

 Date:
 4/19/2024

Approved? X Yes No 4129124 Date: CareerSource Okaloosa Walton Designee Signature: Title: Executive Director Type or Print Name: Michele Burns

For Staff Use Only		Funding	Source
Customized Training	WIOA	TANF	Other
Employed Worker Training	WIOA	TANF	Other
Incumbent Worker Training	WIOA	TANF	Other
On-the-Job Training	WIOA	TANF	Other

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Workers' Compensation and Employers Liability Insurance Policy

EMPLOYERS PREFERR	ED INS. CO.			Policy Number	Period_ To				
A Stock Company				11/19/2024 at the address of the					
		Trans	saction						
RENEWAL DECLARA	TIONS								
NCCI Carrier # 312	83 WCIRB CAR	RIER#	PRI	OR POLICY NUMBER	EIG217409	208			
1. Named Insu	red and Address		Agent						
PRECISION MEASUR 634 ANCHORS ST N FORT WALTON BEA	W STE 202		PO	RTH FLORIDA AGENT BOX 12969 LAHASSEE, FL 3231	7	0955270			
				Telephone: 8506816326					
Customer # Carrier # FEIN # 31283 202511366				Risk ID #	Entity of Insured CORPORATION				

Additional Locations:

2. The Policy Period is from 11/19/2023 to 11/19/2024 12:01 a.m. Standard Time at the Insured's mailing address.

- 3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL
  - B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$ 100,000	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 100,000	each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

### SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	256	Expense Constant Premium Discount	\$ \$	160	
Assessments and Taxes	\$		Total Estimated AnnualPremium	\$	3,563	
🗌 This is a Three Year Fi	xed Ra	ate Policy				
Premium Adjustment Per	iod:	🛛 Annual; 🗌	Semiannual; 🛛 Quarterly; 🗖 Monthly			
Countersigned this Da	y of		K. antens	Qe		
Issued Date: 10/02/2023	y Ol	3	Authorized Represe	entative		
Issuing Office EMPLOYERS P.O. BOX 53 HENDERSON	9003	ERRED INS. CO. 89053-9003				
ssued Date 10/02/2023 NC990630 (5/98 Ed.)		I	NSURED COPY			