

## **ROADTRIP NATION – CAREERSOURCE CENTRAL FLORIDA PROJECT AGREEMENT**

This Project Agreement (the “Agreement”) is entered into as of this 21st day of February, 2025 (the “Effective Date”) by and between Strada Collaborative, LLC d/b/a Roadtrip Nation (“RTN”), an Indiana not-for-profit limited liability company with an office at 1626 Placentia Avenue, Costa Mesa, CA 92627, and CareerSource Central Florida (“Participant”), with an office at 1209 West Airport Boulevard, Sanford, FL 32773. RTN and Participant are each a “Party” and together, the “Parties.”

**1. Obligations.** During the Term, RTN shall provide the obligations to Participant as set out in the Statement of Work attached hereto as Attachment B (the “Obligations”). RTN reserves the right to suspend provision of any Obligations: (a) if Participant is otherwise in breach of this Agreement; or (b) if such suspension is necessary to comply with any applicable law or order of any governmental authority.

**2. Term and Termination.** This Agreement will commence on the Effective Date and will continue through the end of the Licensed Content Term (the “Term”). Either Party may terminate this Agreement at any time if the other Party has failed to cure a material breach within fifteen (15) days after receiving written notice thereof from the non-breaching Party.

**3. Fees and Payment.** Participant shall compensate RTN in the following amount: \$75,000. RTN shall invoice Participant for such amount on execution of this Agreement and Participant shall remit payment within thirty (30) days of the invoice date. Fees do not include any taxes and Participant shall be responsible for the payment and reimbursement of all taxes associated with its purchases hereunder, excluding any taxes based on RTN’s net income.

**4. Warranty and Disclaimer of Warranties.** RTN represents and warrants that it will use commercially reasonable efforts to perform the Obligations in a professional and workmanlike manner and will comply with all laws. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT, RTN HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE. ALL DATA PROVIDED VIA THE OBLIGATIONS IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Participant warrants that: (a) it has all rights in and to the Participant Materials, including the rights necessary to permit RTN to perform its obligations under this Agreement; (b) the Participant Materials or the media on which the Participant Materials resides does not contain any malicious code; and (c) it will comply with all laws, regulations, and ordinances.

**5. Ownership and Intellectual Property.** Materials developed solely by RTN prior to the Term of this Agreement will belong to and be the sole and exclusive property of RTN (“RTN Pre-Existing IP”). Materials developed pursuant to this Agreement will belong to RTN (collectively with the RTN Pre-Existing IP, the “RTN Materials”). Materials developed solely by Participant prior to the Term of this

Agreement will belong to and be the sole and exclusive property of Participant. Subject to the specific rights provided to RTN hereunder and excluding all RTN Materials, Participant will have sole and exclusive ownership of all right, title, and interest in and to any and all personally-identifiable information disclosed by Participant to RTN and any Participant pre-existing materials (collectively, "Participant Materials"). To the extent Participant grants RTN the right to use Participant Materials in the materials developed under any Agreement, Participant grants to RTN a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the materials. Each Party may cumulatively exercise all rights it may have at law or in equity for the protection of its intellectual property rights and the Obligations, including an injunction enjoining the breach or threatened breach of this Section.

**6. Confidentiality.** From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") non-public, proprietary, and confidential information of Disclosing Party that would reasonably be understood to be confidential, including, but not limited to, information about customers of RTN; the terms of RTN's contractual relations, with such customers; proprietary survey information or questions developed by RTN, and any other information relating to RTN's business methods, procedures, processes, policies, pricing formulas, the RTN Materials, and the specific terms of this Agreement (collectively, "Confidential Information"). The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party and its employees, affiliates, or contractors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Upon completion of the Obligations (a) Participant shall return, or at the discretion of RTN destroy, all RTN Materials, and (b) RTN shall return or destroy through deidentification all Participant Materials.

**7. Limitation of Liability.** UNLESS OTHERWISE PROHIBITED BY LAW AND EXCEPT IN CONNECTION WITH ANY INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY'S LIABILITY IN CONNECTION WITH THE OBLIGATIONS PROVIDED HEREUNDER, OR ANY OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE PERFORMANCE HEREOF, WILL EXCEED THE FEE THAT PARTICIPANT ACTUALLY PAID TO RTN FOR THE OBLIGATIONS GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. THE PARTIES ACKNOWLEDGE THAT THESE TERMS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

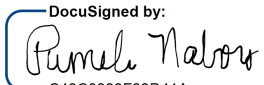
**8. General Provisions.** RTN and Participant are independent contractors and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales

representative, or employment relationship between the Parties. Unless applicable law requires otherwise, this Agreement will be governed by and construed in accordance with the laws of the State of Indiana, excluding its conflicts of law provisions. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and assignees.

**9. Attachment A.** Participant’s terms and conditions titled Contractor Provisions, Certifications and Assurances is hereby incorporated into this Agreement as Attachment A.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by duly authorized representatives as of the Effective Date.

**CAREERSOURCE CENTRAL FLORIDA**

DocuSigned by:  
  
C43C08933F33D41A...  
Signature

Pamela Nabors

Printed Name

President/CEO

Title


PNabors@careersourcecf.com

Email Address

3/4/2025

Date

**STRADA COLLABORATIVE, LLC  
d/b/a ROADTRIP NATION**

DocuSigned by:  
  
7AECDB36E204E5...  
Signature

Mike Marriner

Printed Name

President

Title

mwm@roadtripnation.org

Email Address

2/21/2025

Date

## Attachment A

### CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

**\*In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida's terms and conditions, this document shall prevail.**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

#### **I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract 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 contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. 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.

#### **II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)**

Contractor certifies, to the best of his or her knowledge & 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, an 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 employee of Congress, or an 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," in accordance with its instructions.

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

### III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (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 financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

### IV. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

**If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.**

### V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under

these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

**VII. DAVIS-BACON ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

**VIII. CONSTRUCTION OR RENOVATON OF FACILITIES USING PROGRAM FUNDS**

Contractor 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.

**IX. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; 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.

**X. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

**XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**XIII. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

**XIV. ENVIRONMENTAL STANDARDS**

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;

- d. Evaluation of 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).

#### **XV. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

#### **XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### **XVII. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

#### **XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

#### **XIX. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260- 265, and other applicable federal regulations and policies promulgated there under.

**XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

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 grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

**XXI. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

**XXIII. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

**XXIV. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.



**XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

**XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES**

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

**XXVIII. E-VERIFY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**XXIX. VENUE, GOVERNING LAW**

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.

## Attachment B

### Statement of Work

RTN shall deliver the following components of the Obligations according to the estimated dates below (all dates set forth below are subject to change as determined by RTN in its reasonable discretion), for the ultimate benefit of the end users consuming the content created under this Statement of Work. Participant shall reasonably cooperate with RTN to ensure a smooth onboarding process and delivery of the Obligations. Participant understands and agrees that its failure to provide information or materials to RTN in a timely manner may cause a delay in delivery of the RTN Obligations on the timeline in this Statement of Work. In such a case, RTN shall inform Participant in writing of updated delivery dates and timelines, as necessary. Participant agrees that RTN shall have no liability to Participant as a result of such delays.

#### 1. Obligations

**1.1 Viewing Guide.** RTN will create a custom viewing guide based on the semiconductor industry (the “Viewing Guide”).

**1.1.1 Description.** The Viewing Guide will include the following components:

- **Introduction and Overview:** Contextual information on the Roadtrip Nation career exploration philosophy and the *Chip In* documentary project, focusing specifically on semiconductor careers.
- **Themes and Interviews:** Selected highlights and insights from RTN’s *Chip In* documentary special, focusing on industry leaders, innovators, and diverse career paths.
- **Discussion Questions:** Thought-provoking questions aimed at fostering critical thinking and group engagement.
- **Learning Activities:** Practical question-and-answer exercises and assignments to deepen understanding of semiconductor careers and career pathing challenges.

**1.1.2 Format.** RTN will deliver the Viewing Guide to Participant in a mutually agreed digital PDF format optimized for online distribution. RTN may additionally make the Viewing Guide available on its website and to PBS Learning Media. Participant understands that inclusion of the Viewing Guide on PBS Learning Media is at the sole discretion of PBS Learning Media. RTN may make the viewing guide available for additional distribution and activation through other networks as mutually agreed between the Parties.

**1.1.3 Milestones:**

- Initial Outline Submission: By February 28, 2025.
- Draft Guide Completion: By March 31, 2025.
- Final Guide Delivery: By April 30, 2025.

**1.2 Webinars.** RTN will conduct two (2) interactive webinars with Participant’s facilitators to train them on RTN’s methodologies and the effective use of the Viewing Guide.

**1.2.1 Description.** The content for the webinars will include:

- Webinar 1:
  - Overview of RTN’s *Chip In* documentary and its themes.
  - Introduction to the Viewing Guide’s structure, content, and intended use.
  - Practical demonstration of engaging learners using the guide.
- Webinar 2:
  - Same content as Webinar 1, if new facilitators will be participating.
  - Advanced strategies for facilitating discussions and activities, based on feedback from first webinar, if same facilitators will be participating.
  - Tips for measuring engagement and incorporating feedback.
  - Open Q&A session for facilitators to address potential implementation challenges.

**1.2.2 Delivery Timeline:**

- Webinar 1: By May 15, 2025
- Webinar 2: By June 1, 2025

**1.2.3 Duration:** Up to 60 minutes per webinar.

**1.2.4 Format:** Virtual, hosted on a mutually agreed-upon platform.

**1.2.5 Supporting Materials:** Presentation slides and supplemental resources to be distributed prior to each webinar.

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**2. Evaluation and Feedback**

- **Post-Delivery Support:** RTN will provide program management support to Participant for any Viewing Guide-related troubleshooting necessary during the Term.
- **Metrics for Success:**

- Delivery of the Viewing Guide on agreed-upon timeline.
- Facilitator participation in webinars

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Envelope Id: CAA55CD4-D500-41B6-8C61-F2AF288083E3

Status: Completed

Subject: Complete with Docusign: 2025 Roadtrip Nation - CSCF - Project Agreement - Ready for Signature.pdf

Source Envelope:

Document Pages: 12

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Beth DuPriest

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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bdupriest@roadtripnation.org

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Mike Marriner

mwm@roadtripnation.org

President

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ID: 1a5b1897-5c45-4e34-8bde-21883857eece

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Pamela Nabors

PNabors@careersourcecf.com

President/CEO

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## Status

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PPuterbaugh@careersourcecf.com

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VP, Strategic Partnerships  
Roadtrip Nation

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