

**CONTRACTOR AGREEMENT NO. YTH-EXP-OTCPY23 BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, Florida 32801AND
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
445 West Amelia Street, Orlando, Florida 32801**

Central Florida Regional Workforce Development Board, Inc. ("CSCF" or "CareerSource Central Florida") desires to enter into this Contractor Agreement ("Agreement") with the School Board of Orange County, Florida, on behalf of Orange Technical College ("Contractor").

In consideration of the mutual covenants and agreements expressed herein, CareerSource Central Florida and Contractor hereby agree as follows:

**ARTICLE 1
SERVICES**

Contractor's responsibility under this Agreement is to provide certain professional academic and assessment services, as more specifically set forth in the Scope of Work attached hereto and incorporated by reference as **Attachment "A" 300Statement of Work** (hereafter collectively referred to as "Services").

**ARTICLE 2
TERM AND AMENDMENTS**

The term of this Agreement shall begin April 3, 2023 and end August 20, 2023, unless otherwise terminated by either Party. Any modifications, amendments or changes in scope of work, duration, price, terms or conditions set forth herein shall be accomplished by written amendment to this Agreement, executed and approved by both Parties. Reports and other items shall be delivered or completed in accordance with **Attachment "A."** Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, and reporting as applicable.

CareerSource Central Florida will reprocur for this training service in 2023. CareerSource Central Florida reserves the option to negotiate for continued services with Contractor for an additional two years, depending upon Contractor's performance and funding availability at the sole and absolute discretion of CareerSource Central Florida.

Contractor's performance will be deemed successful by CareerSource Central Florida, with completion of the criteria as follows:

- 75% of students proposed by Contractor are actually enrolled in each class.
- 80% of the enrolled students in each class complete the respective course.
- 80% of the students submit responses to CSCF's Student Survey during the last week of each course.

**ARTICLE 3
PAYMENTS BY CSCF**

The total amount to be paid by CSCF to the Contractor under this Agreement for all Services rendered shall be as set forth in **Attachment "B."** Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

ARTICLE 4
TERMINATION

A. Termination for Default

CSCF may, by written notice to Contractor, consistent with **Attachment "C,"** terminate this Agreement for default in whole or in part, if Contractor fails to provide the services set forth in **Attachment "A."**

Prior to termination for default, CSCF will provide adequate written notice to Contractor, to afford the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after the receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

If the Contractor's failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of local, state or federal government, (3) fires; (4) floods; (5) epidemics or pandemics; (6) strikes and (7) unusually severe weather, such as but not limited to hurricanes.

B. Termination for Convenience

Either Party may, by written notice, terminate this Agreement with or without cause upon seven (7) days' notice. If this Agreement is terminated, CSCF shall be liable only for goods or services delivered and accepted prior to the termination date.

ARTICLE 5
FORCE MAJEURE

1. Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, local, state or federal government requirement, pandemic, civil or military authority, act of God, or other similar causes beyond Contractor's control, so long as Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, Contractor shall notify CSCF in writing within a reasonable time after the beginning of any such cause that would affect its performance hereunder. CSCF reserves the right to request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify CSCF in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If Contractor's performance is delayed pursuant to this section for a period exceeding 7 calendar days from the date CSCF receives the required Force Majeure notice, CSCF shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of CSCF's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, CSCF may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit CSCF's right to terminate for convenience.

**ARTICLE 6
PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 7
INSURANCE REQUIREMENTS**

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Contractor acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

Contractor agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request, Contractor shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which CSCF agrees to find acceptable for the coverage mentioned above.

**ARTICLE 8
CONFIDENTIALITY OF STUDENT INFORMATION**

Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes, the Protection of Pupil Privacy Acts and other applicable laws and regulations as they relate to the release of student information.

**ARTICLE 9
INDEMNIFICATION**

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses attributable to its own negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of Contractor's sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party. Each party shall bear its own attorney's fees.

**ARTICLE 10
SUCCESSORS AND ASSIGNS**

CSCF and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither CSCF nor Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CSCF or Contractor, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CSCF and Contractor.

**ARTICLE 11
REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 12
PUBLIC RECORDS GOVERNING LAW AND LANGUAGE; JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. All legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida.

This Agreement is subject to and governed by the provisions of Chapter 119, Florida Statutes (Public Records Law).

**ARTICLE 13
INDEPENDENT CONTRACTOR RELATIONSHIP**

Contractor shall be, in the performance of all work services and activities under the Agreement, an Independent Contractor, and not an employee, agent or servant of CSCF. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to CSCF shall be that of an Independent Contractor and not as employees or agents of CSCF. Contractor shall be responsible for payment of its own share of its employees' FICA and Social Security benefits with respect to this Agreement.

Neither party has the power or authority to bind the other in any promise, agreement, or representation other than as specifically provided for in this Agreement.

**ARTICLE 14
ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the Agreement. CSCF shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible to CSCF at the Contractor's local place of business, for purposes of inspection, reproduction and audit without restriction.

**ARTICLE 15
NONDISCRIMINATION**

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 16
ENTIRETY OF CONTRACTUAL AGREEMENT**

This Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 17
NON-WAIVER**

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof; or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

**ARTICLE 18
SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 19
NONEXCLUSIVE**

This shall be a non-exclusive Agreement and the Parties may procure the services covered by this Agreement from other sources at their discretion.

ARTICLE 20
NOTICES

All formal notices, proposed changes, and determinations between the Parties hereto including but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

Attention: Amy Envall
General Counsel
445 West Amelia Street
Orlando, FL 32801

Attention:

Rosa Grant
Orange Technical College
445 W. Amelia Street
Orlando, FL 32801


CSCF

Attention: Peter Puterbaugh
390 North Orange Avenue
Suite 700
Orlando, FL 32801

The individuals listed below are of legal authority to sign and execute this Contractor Agreement between CareerSource Central Florida and the School Board of Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Central Florida Regional Workforce
Development Board d/b/a CareerSource
Central Florida

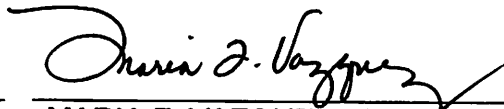
Electronically Signed 2023-04-17 15:50:11 UTC - 108.81.233.228

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(Add name and title of representative)

Pamela Nabors - President/CEO


Date: 04/17/2023

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA



MARIA F. VAZQUEZ, Ed.D. Superintendent

Date: 4.7.2023

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 3-21-23 Signature: 
Print Name: Vivian Cocotas

STATEMENT OF WORK

Services to be provided by the Contractor include the following:

- Serve up to one hundred (100) participating school enrolled youth, between the ages of 15 and 19
- The Explore program must provide a number of compelling presentations and other resources to examine as many career options as possible. Proposers are asked to provide participants with a broad perspective of career field options, while also demonstrating the educational pathways necessary to achieve these careers. Proposers are expected to feature a minimum of four career clusters/fields, showcasing a variety of jobs through exciting video or other tangible content, workplace tours, and/or networking opportunities with professionals from these industries, as well as ensuring participants leave the program understanding the educational pathways necessary to pursue these careers. Furthermore, each educational institution must share perspectives on the “day-in-the-life” of students, enabling participants to understand how to study for, fund, and otherwise prepare for post-secondary education/training in general.
- Program must provide participants with the following outcomes by the end of their hosted program:
 - Participants can identify a career cluster of further interest to pursue, or explain why they are not interested in any of the career clusters presented to them, and thereafter will work with CSCF counselors to explore additional career clusters
 - Participants understand the time, financial, and other resource commitments required to succeed at the educational institution they visited, and have been exposed to resources most aligned with any challenges or barriers the individual may experience should they choose to pursue that educational institution (i.e. have visited a student learning center if they have learning difficulties; understand how to pursue student grants/loans to fund their tuition if they are unable to prior to entry; etc.)
 - Participants with any questions about a career pathway or educational pathway at the beginning of their Explore program have them answered by the conclusion of the program

These outcomes will be tracked within CSCF’s case management software, CareerEdge (accessible at www.careeredgectf.com/admin). All partners will be provided with at least one log-in per organization and along with training from CSCF, be able to track these outcomes and impact metrics before, during, and after their hosted program.

- This Explore program must provide participants with a number of exposure opportunities of a variety of backgrounds (at least four), as well as introduce post-secondary, exploratory learning opportunities in:
 - 1.) Health Sciences;
 - 2.) Hospitality and Tourism;
 - 3.) Building Construction;
 - 4.) Manufacturing; and
 - 5.) Information Technology
- Provide financial aid/financial literacy information and activities to increase participants’ understanding of ways to pay for education, encourage savings, and limit debt.

- Provide campus tours that expose participants to various departments available and services offered, including but not limited to, student activities and governments, career centers, and student success services.
- Engage faculty, staff, alumni, and/or other community stakeholders who will:
 - Provide leadership, life skills, and team-building activities to participants;
 - Deliver activities that allow participants to practice engaging and communicating with individuals representing different cultures and perspectives;
 - Connect participants to industry and business leaders through business tours, presentations, and guest speakers.
- Include opportunities for participants to engage with current students and share perspectives on “Life After High School”
- Host the program by providing ample, competent staff to deliver the content, while providing a safe, ADA-compliant facility for the entirety of the provided itinerary. This particular Explore program will be provided as follows:

- The location(s) determined adequate for this program is/are:

Orange Technical College-South Campus 2900 West Oakridge Ave Orlando, FL 32809	Hospitality and Tourism Information Technology Manufacturing
Orange Technical College-West Campus 955 E. Story Rd Winter Garden, FL 34787	Building Construction Health Sciences

- The offerings will be hosted in the following term(s): Summer A (Program begins June 5, 2023 and should conclude by June 30, 2023)
- The offering will be provided four times during the schedule described above at the following locations: -

Orange Technical College-South Campus 2900 West Oakridge Ave Orlando, FL 32809	Hospitality and Tourism Information Technology Manufacturing
Orange Technical College-West Campus 955 E. Story Rd Winter Garden, FL 34787	Building Construction Health Sciences

- If a location is not established by the time of this agreement being executed, a location must be established by April 26, 2023 so CSCF can advertise this location as soon as possible to participants.

- This Explore’s draft itinerary must be provided to CSCF staff by March 6, 2023 and the final itinerary, especially providing any tours and/or off-main site trips with student participants, must be provided to CSCF no later than April 14. Contractor is expected to collaborate with CSCF staff on the development of their programming and alert CSCF to any programmatic needs requiring collaboration by March 24, 2023.
- Collaborate with CSCF to co-develop content for, as well as determine environments to conduct, the Workforce Readiness Academy with the capacity to utilize these environments and implement this program during June 2023.
- Complete CSCF’s Weekly Performance Survey, which rates performance of each student and submit to the designated CSCF Career Consultant and within Career Edge, CSCF’s case management software, on a weekly basis. **NOTE: A link containing the Weekly Performance Survey will be provided prior to start of the program, as well as a training will be provided.** Students will need to achieve an 80% in satisfactory performance on the survey. More details will be provided in a mandatory CareerEdge software virtual training CSCF will provide to all programmatic partners on April 4, 2023 from 1 – 2:30PM.
- Ensure all participants complete CSCF’s Student Survey during the last week of the courses. The goal is to have 80% of the students indicating that they will consider continuing their education at a post-secondary educational institution or seek employment within the targeted industries. **NOTE: A link containing the Student Survey will be provided prior to the start of the program.** April 4’s training will also cover the survey and expectations.
- Provide an After-Action Report at the conclusion of the program that is no more than 3 pages and is comprised of the following content:
 - Summary table of attendance/performance data for all participants (data may be pulled from CareerEdge)
 - Brief summary of what parts of the program were successful as well as any challenges and/or change recommendations for future efforts
 - Anecdotes and/or success stories from individual participants derived from the program
 - Data on any enrollments or documented interest in becoming students of the Contractor’s institution
 - Summary of pre-program questions documented from participants
 - Recommendations for how CSCF can partner with the Contractor on future Summer Youth Program offerings and/or other career exploration partnership opportunities outside of the SYP
- Commit to at least 2 check-in conferences with CSCF staff during the offering to provide on-going feedback on student participants as well as overall operational matters, as well as commit to at least one post-offering review conference with CSCF to commence no later than August 10, 2023.
- Be a communicative partner, ensuring participants are provided up-to-date and clear information on the hosted offering, as well as keeping CSCF abreast of any issues or challenges – major and minor – ensuring a smooth experience for the participant.
- Provide mutual outreach/marketing and public relations support for the Summer Youth program. These include:

- Placing CareerSource Central Florida's logo or name on partner's website with a link to the Summer Youth Program landing page (<https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>)
 - Mentioning CareerSource Central Florida by name in any partner outreach/promotional efforts for Summer Youth Program and must use this link:
<https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>
 - Reviewing all Summer Youth Program materials not developed by CareerSource Central Florida with CSCF staff and obtaining approval to post/share prior to releasing. Written approval must be obtained by CSCF's Associate Manager of Marketing prior to releasing - Contact info: Crystal Lee, Associate Manager of Marketing, at clee@careersourcecf.com
 - Posting at least 4 social media cross-promotions any time during program's season, from applicant enrollment to program close (January through early August) on any of the following social media channels: Facebook - @CareerSourceCF, <https://www.facebook.com/CareerSourceCF/>; Twitter - @CareerSourceCF, <https://twitter.com/CareerSourceCF/>; LinkedIn - @CareerSource Central Florida, <https://www.linkedin.com/company/CareerSourceCF/>; Instagram - @CareerSourceCFL, <https://www.instagram.com/careersourcecfl/>
- Issuance of a Certificate of Completion to each student who successfully completes the program on CareerEdge e-portfolio of each student

Services to be provided by CareerSource Central Florida (CSCF) include the following:

- Provide administrative oversight and case management services to recruit and provide mentorship to up to one hundred (100) participants.
- Implement aggressive marketing and public relations campaigns before, during, and after the program to continuously recruit both participants and funding partners for the current and future years.
- Implement the Workforce Readiness Academy, which onboards participants with required payment modalities, necessary CSCF tools/software, and other engagement resources to succeed throughout the Program. The Workforce Readiness Academy aims to assist young adults, ages 15 to 19, in learning about career opportunities within CSCF's high-growth industries while also instilling vital workplace readiness essentials.
- Provide a list of participants assigned to each offering and/or specific terms/cohorts by April 10, 2023. CSCF will also be responsible for managing a wait list, ensuring near maximum capacity for each offering, and the quick onboarding of those individuals, providing this updated list at least 5 business days ahead of the offering launching.
- Provide oversight of student success on a weekly performance basis while ensuring student participant is compensated for their weekly performance
- Provide any training for contractor on the use of Career Edge or other case management processes necessary to document participant's engagement with the program
- Render payment of total program costs, as outlined in **ATTACHMENT B – PAYMENT TERMS**.

BUDGET/COST EXPECTATIONS:

2023 Explore OFFERING	
Fixed Cost Per Class*	\$30,844.00
Per Youth Cost	\$1,234.00
Number of Classes to be Offered	4
Class Length (in weeks)	4 days/pw; 4 weeks, 24 hours/week
Total Maximum Participants Allowed in Program	100 total; 25 students per class
*Cost per class is a flat rate.	

****End of ATTACHMENT A – STATEMENT OF WORK****

PAYMENT TERMS

Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Per this Agreement, total costs for Contractor’s participation in CSCF’s 2023 Youth Explore Program will not exceed \$123,375.00 Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

CSCF will render payment of the Contractor’s total Cost per Class for the programs outlined in **ATTACHMENT A – STATEMENT OF WORK**. Contractor shall submit invoices to facilitate payments in accordance with the schedule outlined below. Invoices shall be submitted electronically to accountspayable@careersourcecf.com. Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

Payments will be split into two increments as follows:

Deliverables and Terms	Payment Due from CSCF
50% at the start of the 2023 Youth Explore Program. Invoice will be due from Contractor by June 6, 2023 .	\$61,687.50
50% at the completion of the 2023 Youth Explore Program. Invoice will be due from Contractor by August 10, 2023 .	\$61,687.50
TOTAL PAYMENTS TO CONTRACTOR	\$123,375.00

NOTE: Neither CareerSource Central Florida or Orange Technical College shall be held liable for any delay or failure to perform under this Agreement, resulting directly or indirectly from acts of God, pandemics, or circumstances beyond each party’s reasonable control. If Summer Youth Program elements must be cancelled because of an act of God (I.e. hurricane threat), Contractor must alert CSCF at least twelve hour’s notice of any programmatic cancellation to allow CSCF staff the time to properly communicate any closures/cancellation of program to participants.

****End of ATTACHMENT B – PAYMENT TERMS****



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

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).

The prospective 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.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

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.

The undersigned 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)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it 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

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.

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. 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 RENOVATION 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.

XX. 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.

XXIX. 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](https://www.dhs.gov/e-verify)), 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.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

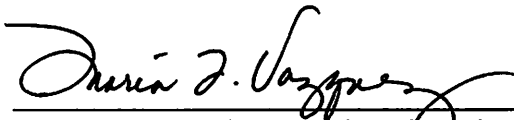
Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

CAREERSOURCE CENTRAL FLORIDA

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA



MARIA F. VAZQUEZ, Ed.D., Superintendent

Date: 4.7.2023

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