

# Service Contract

## CAR001 - CareerSource Central Florida Summer Youth Program - Outreach Videos Contract v8

This contract (the "Agreement") is entered into by and between the below named parties (the "Parties"). This offer will expire at the close of business on 09/30/2020 if not accepted in writing by counter-signing this Agreement by the aforementioned date.

Client (the "Client")  
CareerSource Central Florida  
Pamela Nabors  
PNabors@careersourcecf.com  
390 N. Orange Ave. Suite 700  
Orlando, FL 32801

Contractor (the "Contractor")  
Phantom Cut Films LLC  
Nick Martinolich  
nick@phantomcuts.com  
1001 N Orange Ave  
Orlando, FL 32801

## Services

Contractor agrees to perform services as described in Attachment A (the "Services") and Client agrees to pay Contractor as described in Attachment A.


## Signatures

In witness whereof, the Parties, have executed this Agreement, inclusive of Attachment A and Attachment B, as of the later of the two dates below (the "Effective Date").

Client ( CareerSource Central Florida )

Pamela Nabors      9/14/2020  
Signature                      Date

Contractor (Nick Martinolich)

      9/14/2020  
Signature                      Date

# Attachment A:

## Services

### Term

Start date: 09/14/2020 - End date: 11/15/2020

### Billing Period

Contractor bills Client a total of two times, including a deposit due ahead of project start.

### Scope of Work

Contractor will produce, direct and edit four outreach videos based on creative developed in conjunction with Client.

Contractor responsibilities:

#### *Pre-Production*

- Crew and equipment hiring
- Production scheduling
- Production budgeting
- Script writing, storyboarding and shot list creation (up to four revisions per deliverable)
- Scouting (one day, as needed)
- Conference calls / creative meetings (remote, as needed)

#### *Production*

- Four 10 hour production days, on a schedule agreed upon by all parties
- Directing talent and crew on set
- Providing all crew and equipment needed
- Basic PPE and cleaning supplies for crew and equipment
- Adhere to agreed upon COVID-19 safety procedures

## *Post-Production*

- Editing and motion graphics (up to three revisions per deliverable)
- Color correcting (up to one revision per deliverable)
- Audio mixing (up to one revision per deliverable)
- Voiceover sourcing
- Music sourcing
- Final delivery of four videos per client provided specs

## Client responsibilities:

- All shooting locations, parking and related expenses
- Providing a secure area for equipment storage
- All talent, wardrobe and related expenses
- All participating businesses/organizations and related expenses
- All props and related expenses
- Providing additional personnel for assistance during shoot
- Releases for all talent, business/organizations and locations
- Any additional, or unique, location specific PPE required for production crew
- All PPE and safety procedures required for talent and Client responsible parties
- Providing reliable wireless internet connection where available (tested prior to production days)
- Providing brand guide, fonts and logos (.ai or .eps vector formats preferred)
- Export specs for videos
- Adhere to agreed upon COVID-19 safety procedures
- Cover all hard drive and shipping costs associated with receiving raw footage

## **Deliverables**

- One general video and three program specific videos, with running times between one and three minutes each.
- Raw footage

## **Schedule**

- 09/14/2020 - Project start
- Deposit due from Client to Contractor upon contract execution
- TBD - Production and Post-production days
- 11/15/2020 - Final deliverables due from Contractor to Client, or earlier if project wraps ahead of schedule
- Remaining payment due to from Client to Contractor upon completion of final deliverables

(Final completion dates will be updated through contract amendment.)

## **Fixed Fee**

Flat project rate is expected not to exceed \$54,785.

(Final project rate will be determined ahead of production days and be updated through contract amendment.)

## **Attachment B:**

### **Terms and Conditions**

#### **Acceptances**

The undersigned representative of Client has the authority to enter into this Agreement on behalf of Client. Client agrees to cooperate and to provide Contractor with everything needed to complete the Services as, when and in the format requested by Contractor.

Contractor has the experience and ability to do everything Contractor agreed to for Client and will do it all in a professional and timely manner. Contractor will endeavor to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.

#### **Warranty**

Contractor warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Contractor may have to others; (ii) none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); (iii) Contractor has the full right to provide Client with the assignments and rights provided for herein; (iv) Contractor shall comply with all applicable laws in the course of performing the Services and (v) if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.

EXCEPT AS SET FORTH IN THIS ATTACHMENT B, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK.

EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

## **Confidentiality & Non-Disclosure**

Each party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other party. "Confidential Information" means all nonpublic information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked by the disclosing party to be confidential.

In the event a party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents and such party agrees to indemnify and hold harmless the other party from and against any liabilities, claims, damages, losses, costs and expenses resulting, directly or indirectly, from any breach by a party, or any of its employees or independent contractors, of any provision of this Agreement. The obligations of this Section shall survive termination of this Agreement for a period of two years.

## **Ownership and Licenses**

Contractor agrees that the deliverables, including raw footage, developed pursuant to this Agreement shall be treated as if the development of such deliverables constitutes a "work for hire" and shall be owned by Client upon payment of all fees due to Contractor pursuant to this Agreement. Client is free to use deliverables and raw footage in any manner, on any channels, in perpetuity.

Contractor, at its discretion, will retain copies of all deliverables and materials developed as well as assets provided by Client.

## **Relationship of Parties**

Nothing contained in this Agreement shall be construed to create a partnership, joint or co-venture, agency, or employment relationship between Contractor and Client. Both Parties agree that Contractor is, and at all times during this Agreement shall remain, an independent contractor.

## **Term & Termination**

Either Party may at any time terminate the Agreement immediately if the other party commits a breach of this Agreement and such party does not cure a breach within five (5) days of written notice from the non-breaching party of such breach.

Termination for any reason shall not affect the rights granted to Client by Contractor hereunder. Upon termination, Client shall pay to Contractor all undisputed amounts due and payable. If upon termination Client has not paid undisputed fees owed for the material, deliverables or Services provided by Contractor as of the date of termination, Client agrees not to use any such material or the product of such Service, until Client has paid Contractor in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain a perfected security interest in the deliverable or material until Client has made payment in full for all undisputed amounts as of the termination date. Contractor hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

## **Project Cancellation Fee**

If Client terminates this Agreement early without cause, Contractor will retain 10% of \$54,785 flat fee or compensation for work completed at time of cancellation, whichever is higher, plus all incurred and/or non-cancelable expenses (e.g. rental equipment, subcontracted labor).

Any potential non-cancelable expenses can be provided to Client upon request. Contractor has 180 calendar days from time of Client's termination request to return any refundable fees. If Client terminates this agreement any time after 210 calendar days from project start date, Contractor will retain all deposits, fees and compensation paid by Client.

Contractor agrees to use best efforts to minimize such costs and expenses.

## **Production Days Rescheduling Fee**

If Client reschedules field/studio production days with less than 72 hours notice from the beginning of the first production day, Contractor will bill for any non-cancelable expenses (e.g. rental equipment, subcontracted labor). Any potential non-cancelable expenses can be provided to Client upon request.

## **Payment Terms**

Payments for each invoice delivered by Contractor to Client are due upon receipt and pursuant to the terms of the schedule laid out in this contract.

In case of overdue payments, Contractor reserves the right to stop work until payment is received.

Payments by Client to Contractor should be in the form of a check, picked up by Contractor from Client's office. Any other payment arrangements can be determined and agreed upon separately. In the case of using electronic payment, Contractor will provide several free options for payment transfer. If Client elects to use a payment option with fees attached, Client will be responsible for fees. Contractor will also accept direct deposit payments from Client.

Project is billed to estimate.

## **Deposit**

Contractor will issue an invoice for a 50% deposit (\$27,392) to Client, which is due from Client to Contractor upon contract execution.



## **Final Payment**

The remaining payment, not to exceed \$27,392, plus any additional expenses pre-approved by Client, will be due pursuant to the terms of the schedule laid out in this contract.

If Client requires additional time to finalize the project, Contractor can accommodate and extend the schedule without additional internal employee labor charges, as long as the project remains in scope and final payment is made pursuant to the terms of the schedule laid out in this contract.

Client will be responsible for paying additional costs incurred (e.g. rental equipment, subcontracted labor) due to a Client requested project extension. Any potential expenses can be provided to Client upon request.

## **Expense Reimbursement**

Client shall reimburse all expenses that are reasonable and that have been authorized by Client in advance; payable upon receipt of itemized invoice.

## **Revisions**

Please see Scope of Work section of Attachment A for revisions included per each deliverable.

## **Changes**

Any material changes to the Services, including work to be performed and related fees, must be approved by the prior written consent of both parties. Payment to cover any additional fees will be discussed and agreed upon at the time of request.

## **COVID-19 Safety**

Contractor will provide PPE and cleaning supplies for Contractor hired employees, contractors, crew and equipment. Client will provide PPE for Client paid and non-paid employees, contractors, crew, talent and equipment.

Contractor and Client will agree to specific safety procedures ahead of any production days.

Contractor reserves the right to stop work immediately if any individual involved in the production feels unsafe or observes a situation that puts any individual at risk of exposure to COVID-19. Work will resume once all unsafe situations are resolved.

If Client fails to comply with agreed safety procedures or fails to remedy any unsafe situations, Contractor reserves the right to end production and consider the day a reschedule request with less than 72 hours notice. Please see Production Days Rescheduling Fee section of Attachment B for fees associated with this type of reschedule request.

## **Indemnification and Limitation of Liability**

Contractor agrees to indemnify, defend and hold harmless Client from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising (i) through Contractor's gross negligence; or (ii) from a breach or alleged breach of any of Contractor's representations, warranties or agreements herein.

Client agrees to indemnify, defend and hold harmless Contractor from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by Client's (i) gross negligence; or (ii) from a breach or alleged breach of any of Client's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CONTRACTOR SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS ATTACHMENT B OR THIS AGREEMENT, CONTRACTOR'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE.

## **Right to Authorship Credit**

Both Parties agree that when asked, Client must properly identify Contractor as the creator of the deliverables. Client may not seek to mislead others that the deliverables were created by anyone other than Contractor.

Client must properly identify Contractor as the creator of the deliverables when submitting work product to any regional, national or international award programs.

Client hereby agrees Contractor may use the work product, and associated materials, as part of Contractor's portfolio and websites, galleries and other media for the purpose of showcasing Contractor's work, including submission of deliverables to regional, national and international award programs.

## **Governing Law and Dispute Resolution**

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Contractor's primary business location (the "Contractor's Jurisdiction"), without regard to the conflicts of law provisions thereof. For all purposes of this Agreement, the Parties consent to exclusive jurisdiction and venue in the courts located in the Contractor's jurisdiction.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

## **Force Majeure**

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

## **Notices**

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty-four (24) hours of submission.

## **Miscellaneous**

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

## **Entire Contract**

This Agreement, along with this Attachment B, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.

## **Addendum to Agreement between CSCF and Phantom Cut Films LLC., dated 9/14/2020**

### **CareerSource Central Florida Contractor General Provisions, Certifications and Assurances**

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is a part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and Phantom Cut Films LLC. (Contractor) for services described in **CAR001 - CareerSource Central Florida Summer Youth Program - Outreach Videos Contract v8, dated 9/14/2020**, attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

#### **1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. 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. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.

#### **2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

#### **3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) 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.

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- 7) The American 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.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors 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, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 38 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The 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 the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C 6962).

#### **5. CERTIFICATION REGARDING LOBBYING AND 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 Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

#### **6. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource 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 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. 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.

**7. 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 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.

**8. MONITORING**

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

**9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that 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.

**10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 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.

**11. 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.) L03-277, the Contract shall not permit 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.

**12. 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.
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.
4. Written notification of termination must be by registered mail, return receipt requested.

**Addendum to Agreement between CSCF and Phantom Cut Films LLC., dated 9/14/2020**

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, 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 accordance with the Agreement terms.

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.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CAREERSOURCE CENTRAL FLORIDA

APPROVED BY: PHANTOM CUT FILMS LLC.

BY: Pamela Nabors

BY: Nick Martinolich

Pamela Nabors, President & CEO  
Printed Name of Client Representative

Nick Martinolich, President  
Printed Name of Contractor Authorized Representative

Duly authorized for and on behalf of  
CareerSource Central Florida

Duly authorized for and on behalf of  
Phantom Cut Films LLC.