

**CONTRACTOR AGREEMENT NO. YTH-ACC-OTCPY22BETWEEN  
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" Statement of Work** (hereafter collectively referred to as "Services").

**ARTICLE 2  
TERM AND AMENDMENTS**

The term of this Agreement shall be between April 15, 2022 and August 5, 2022, 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.

This is the final year for this contract renewal; CareerSource Central Florida will re-procure for this training service in 2023.

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: Melanie Stefanowicz  
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.

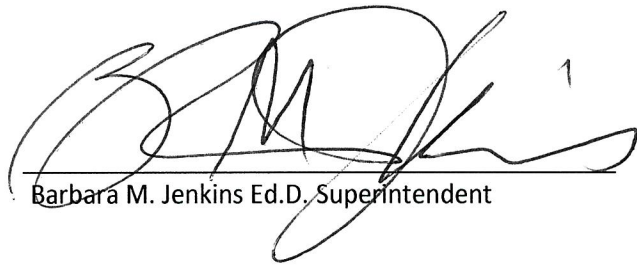
Central Florida Regional Workforce Development  
Board, d/b/a CareerSource Central Florida



\_\_\_\_\_  
Pamela Nabors, President and CEO

Date: 04/18/2022

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA



\_\_\_\_\_  
Barbara M. Jenkins Ed.D. Superintendent

Date: April 12, 2022

Approved as to form and legality by the Office  
of Legal Services to the Orange County School  
Board on: 4/8/22 Signature: [Handwritten Signature]  
Print Name: VIVIAN COOPER

**STATEMENT OF WORK**

**Services to be provided by the Contractor include the following:**

- Provide an immersive experience and curriculums for up to 25 students per program and 125 students cumulative that are aligned to CSCF’s high-growth industries - Information Technology, Construction, Trade/Logistics, Healthcare, Advanced Manufacturing, and Hospitality/Tourism.
- Administer courses that include industry-relevant content, hands-on project-based learning experiences, workplace and employability skills training, opportunities to earn industry credentials, and information about postsecondary education and training requirements.
- Serve up to 25 students per program and 125 students cumulative and offer class relocations to accommodate students’ needs, with advanced notice (30 days).
- Collaborate with CSCF to determine facilities to conduct its 2022 Youth Accelerator Program, with the capacity to utilize these facilities and implement this program during June 2022 – August 5, 2022.

NOTE: Facilities will be agreed-upon at a later date.

- Provide proper staffing/instructors to facilitate learning experience, coaching, and guidance of participating students, and to manage students during learning activities and industry tours.
- Assist in providing guidance on the selection criteria to be used by CSCF when recruiting students for each program, to increase suitability. Participation may include activities, such as conducting in-services with CareerSource recruiting staff to increase their knowledge of the program and development of selection criteria tools that will increase student success in the program.
- Complete CSCF’s Weekly Performance Survey, which rates performance of each student and submit to the designated CSCF Career Consultant on a weekly basis. **NOTE: A link containing the Weekly Performance Survey will be provided prior to start of the program.** Students will need to achieve an 80% in satisfactory performance on the survey, in the following areas:
  - Attitude
  - Attendance
  - Openness to Feedback
  - Engagement in Activities
  - Level of Advancement
- 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.**
- Issuance of a Certificate of Completion to each student who successfully completes the program and provide a copy of the certificate to [acceleratorprogramreports@careersourcecef.com](mailto:acceleratorprogramreports@careersourcecef.com).

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

- Implement the 2022 Youth Accelerator Program during the period of April 15, 2022-August 5, 2022, to assist young adults, ages 16 to 24, in launching into full-time careers, by providing industry-specific education and/or career on-ramping experience in the fields of Information Technology/Finance, Trade/Logistics, Construction/Utilities, Healthcare, Advanced Manufacturing, and Hospitality/Tourism.
- Provide administrative oversight and case management services to recruit up to 25 students per program and 125 students cumulative .
- Render payment of total program costs, as outlined in **ATTACHMENT B – PAYMENT TERMS**.
- Provide the list of participants and their contact information to Orange Technical College no later than two weeks prior to the beginning of the course, so all required waivers can be signed/received and the materials can be shipped and received by the start date of the program.
- Programs to be administered by Contractor, and paid for by CSCF, are as follows:
  - The ***Advanced Manufacturing Program*** provides a certificate in Programmable Logic and Control (PLC). Students will learn the fundamentals of how to install and repair PLCs. In addition, they will learn how PLCs (industrial Computer) control different electro-mechanical processes for use in manufacturing plants and/or other automation environments. In response to industry needs, we will be incorporating a certification on the use of hand and power tools. We will continue to work with the Manufacturing Association of Central Florida (MACF) for access to industry leaders who will provide insight and guidance to students through guest speakers and industry tours. The outline is as follows:

<b>Advanced Manufacturing (PLC)</b>	
<b>Per Youth Cost</b>	<b>\$ 1,720.00</b>
Cost Per Class*	<b>\$ 43,000.00</b>
Number of Classes to be Offered	<b>1</b>
Class Length (in weeks)	<b>4</b>
Total Participants in Program	<b>25</b>

\*Costs include personnel, curriculum development and personnel training, industry-focused leadership, employability, exploration activities, various materials, supplies, and equipment to include a VR learning experience.

- The ***IT Immersion Summer Camp*** will allow students to learn about the following fields: IT Concepts and Terminology, Infrastructure, Applications and Software, Software Development, Database Fundamentals, and Security. Students will be challenged to think critically during project-based learning activities, which include Arduino coding, python scripting, exposure to JavaScript for Web design, Computing and Coding to include the evolution of coding to virtual environments, EC-Council’s Software for simulation of skills, and TestOut’s curriculum.. The outline is as follows:

<b>Information Technology (Coding and Cybersecurity)</b>	
<b>Per Youth Cost</b>	<b>\$ 1,480.00</b>
Cost Per Class*	<b>\$ 37,000.00</b>
Number of Classes to be Offered	<b>1</b>
Class Length (in weeks)	<b>4</b>
Total Participants in Program	<b>25</b>

\*Costs include personnel, curriculum development and personnel training, industry-focused leadership, employability, exploration activities, various materials, supplies.



<b>Information Technology (Engineering and Robotics)</b>	
<b>Per Youth Cost</b>	<b>\$ 1,720.00</b>
Cost Per Class*	<b>\$ 43,000.00</b>
Number of Classes to be Offered	<b>1</b>
Class Length (in weeks)	<b>4</b>
Total Participants in Program	<b>25</b>

\*Costs include personnel, curriculum development and personnel training, industry-focused leadership, employability, exploration activities, various materials, supplies, and equipment to include a VR learning experience.

<b>Information Technology (Artificial Intelligence)</b>	
<b>Per Youth Cost</b>	<b>\$ 1,720.00</b>
Cost Per Class*	<b>\$ 43,000.00</b>
Number of Classes to be Offered	<b>1</b>
Class Length (in weeks)	<b>4</b>
Total Participants in Program	<b>25</b>

\*Costs include personnel, curriculum development and personnel training, industry-focused leadership, employability, exploration activities, various materials, supplies, and equipment to include a VR learning experience.

**\*\*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 2022 Youth Accelerator Program will not exceed **\$166,000.00**. 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](mailto:accountspayable@careersourcecf.com). Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

Payments from CSCF will be split into two increments as follows:

<b>Deliverables and Terms</b>	<b>Payment Due from CSCF</b>
50% at the start of the 2022 Youth Accelerator Program. Invoice will be due from Contractor by <b>June 6, 2022</b> .	\$ 83,000.00
50% at the completion of the 2022 Youth Accelerator Program. Invoice will be due from Contractor by <b>August 5, 2022</b> .	\$ 83,000.00
<b>TOTAL PAYMENTS TO CONTRACTOR</b>	<b>\$ 166,000.00</b>

**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.

**\*\*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**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

### **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**

#### **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.

### **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. 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.

### **XXVII. 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:

**CONTRACTOR AGREEMENT NO. YTH-ACC-OTC-PY22 BETWEEN  
CAREERSOURCE CENTRAL FLORIDA AND SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**