

Letter of Agreement for Gourmet Leadership Services

Date: March 25, 2025

Client:
Career Source Central Florida
390 N. Orange Avenue
Orlando, FL 32801
407 506 9665 mobil
DBurke@careersourcecf.com

Consultant:
Carolyn Maue, President
The Maue Center
922 Lotus Vista Drive, #403
Altamonte Springs, FL 32714
(412) 606-0358
carolyn@gourmetleadership.com

Activities & Services:
Executive Development Coaching
Gourmet Leadership Online Course
For Four Vice Presidents

Contract Period: March 25– September 30, 2025

Location: Virtual Delivery

Fee:
Project Fee: \$38,200 plus cost of CDR assessment for 3
leaders (\$350 each)= \$1050
Total Project Fee: \$39,250

Invoicing:
First invoice in amount of \$19,100 will be sent upon signing of
LOA; second invoice in amount of \$9550+1050 = \$10,600 will be
invoiced on June 30; third and final invoice in amount of \$9550
on August 31, 2025.



This **Letter of Agreement** ("Agreement") is entered by The Maue Center, LLC, ("Contractor"), and CareerSource Central Florida ("Client") (Contractor and Client are sometimes referred to as a "Party" and collectively as "Parties"). In consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

Services. The specific services to be provided by Contractor will be set forth in one or more Statements of Work containing some, if not all, of the information in the document attached hereto as Exhibit A, which must be agreed to and signed by Client before the services are performed ("the Services").

Compensation. Each Statement of Work will set forth the fees and expenses which Client agrees to pay Contractor. All fees and expenses are due upon Client's receipt of Contractor's invoice(s).

Term and Termination. This Agreement shall be effective from the date it is executed by the parties and may be terminated by either Party may at any time on thirty (30) days' written notice to the other. Upon the termination for any reason, all obligations hereunder shall cease except for (i) the payment of any monies due and owing to Contractor as of the effective termination date, along with any partial fees and expenses incurred but not yet billed as of the date of termination, shall be immediately payable, and (ii) any provisions which by their nature or terms continue after termination shall continue in full force and effect.

Ownership of Work Product. All software, reports, plans, photographs, and other work product materials (collectively, "Work Product") produced specifically for the Client as part of the Services shall be the property of the Client. Notwithstanding the foregoing, Client agrees that (a) all resource material provided by Contractor, its agents, or subcontractors is the property of the Contractor and cannot be used by Client without the prior written permission of Contractor and (b) general observations made and principles learned by Contractor, its subcontractors, agents, or employees that do not identify Client or any employee of Client may be used by Contractor for other clients of Contractor.

Confidentiality and Publicity

- (a) Contractor agrees not to use or disclose any "Confidential Information" of the Client developed or obtained by Contractor prior to or while performing the Services. Confidential Information shall include, without limitation, Work Product, personnel information, and business plans. Confidential Information shall not include information which is at any time in the public domain or in Contractor's possession, other than by a breach of this Agreement by Contractor.
- (b) Contractor shall be entitled to list Client's name as a client of Contractor in Contractor's marketing material. Client also acknowledges that Contractor may



promote their engagement with Client on the Contractor's social media channels, website, or digital marketing without disclosing any "Confidential Information."

- (c) If Client has requested a Gourmet Leadership Dinner as part of its services, upon mutual agreement prior to the event, Client agrees to allow photography and/or filming at dinner for publicity purposes, which could include, but are not limited to, publishing on Contractor's website or social media. Client agrees that no portion of the resulting media created at the dinner, containing its name, quotes, photographs, or recorded interviews needs to be submitted for any approval.
- (d) This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.
- (e) Nondisclosure of Confidential Information: Client and Consultant agree that Consultant will hold and safeguard the Confidential Information in trust for the leadership Client and agrees that he/she shall not, without the prior written consent of the leadership client, misappropriate, or disclose or make available Confidential Information to anyone for use outside the coaching relationship.

Disputes. The parties shall negotiate in good faith to resolve all disputes between them arising from or relating to this Agreement, its termination, the Services, matters between Client and/or Contractor's subcontractors, agents, and employees, and/or the alleged violation of any federal, state or local law, statute or regulation, including claims for class-wide relief (collectively, "Disputes"). No legal action relating to Disputes can be taken by either side until they have negotiated in good faith for sixty (60) days, except for emergency relief.

Indemnification by Contractor. Each party to this Agreement shall indemnify, defend, and hold harmless the other, its parent, affiliates, and their employees, agents, officers, directors, members, shareholders, and subcontractors from and against any and all claims, actions, suits, damages, losses, and expenses, including, without limitation, reasonable attorney's fees (collectively "Claims") involving or relating to any personal injury, property or other damage which directly or indirectly arises out of the Services.

Independent Contractor. Notwithstanding any provision of this Agreement, Contractor, its employees, contractors, and agents shall at all times stand in relationship to the Client as independent contractors and are not, and shall not be deemed, employees, joint venturers, or partners of the Client or any of its contractors. As such, Contractor may continue to provide services similar to the Services to Contractor's other current and future clients.

Entire Agreement/Waiver/Survival. This Agreement, together with each and every Statement of Work issued by Contractor and signed by Client, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral, between them. This Agreement, and any Statement of Work, may be amended only by an agreement in writing.



executed by both parties. The failure of Client or Contractor at any time to insist on strict performance of a condition or promise under this Agreement or Statement of Work shall not be construed as a waiver by either party of any other rights hereunder, nor a waiver of either party's right at any time in the future to require strict performance of that condition or promise. The provisions of this Agreement which by their terms or effect shall survive the termination of this Agreement shall continue in full force and effect.

Cancellation and Force Majeure. Contractor agrees to notify Client immediately in the event that an emergency should prevent them from meeting their obligations under any services in this agreement. None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes, or strikes.

Cooperation. Each party agrees to reasonably cooperate with the other to investigate any claim of unlawful or inappropriate conduct against their respective employees, agents, or contractors by employees, agents, or contractors of the other Party.

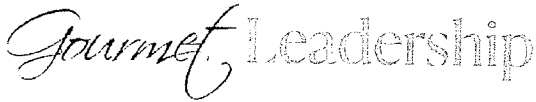
Governing Law. This Agreement shall be governed by and subject to the laws of the State of Florida.

Notices. All notices and other communications hereunder shall be in writing and shall be given to the other party by hand delivery, by overnight courier which can track delivery, or by registered or certified mail, return receipt requested, addressed as follows:

If to the Contractor: Carolyn Maue, President
The Maue Center LLC
922 Lotus Vista Drive, #302
Altamonte Springs, FL 32714

If to the Client: Peter Puterbaugh, Senior Manager of Procurement & Contracts
CareerSource Central Florida
390 N. Orange Ave., Suite 700
Orlando, FL 32801


or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notices shall be effective when actually received by the other party.



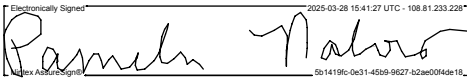
Counterparts. This Agreement may be executed in one or more counterparts, each of which, including faxed or e-mail copies, shall constitute an original, but all of which shall constitute one and the same instrument.

This agreement includes "Attachment A", which is hereby incorporated by reference and made a part of this agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year set forth below.
THE MAUE CENTER, LLC

By: 
Carolyn Maue, President

Date: 3.26.25

By: 
Pamela Nabors, President/CEO

Date: 03/28/2025

**SERVICES
EXECUTIVE COACHING
For Four Vice Presidents**

BACKGROUND

Career Source of Central Florida continues to be dedicated to the development and excellence of leaders in the organization. Through collaborations with The Maue Center and Curium, CSCF has identified and built essential leadership skill at the executive and senior VP level. There is a realization several leaders at the Vice President Level are key to the success of the organization. While immensely talented, these leaders are ready for further leadership skill development. While they have participated in some leadership assessment processes, a need exists for individual leadership skill development, customized to each leader, as well as a focus on building skill in accountability, empowering staff, coaching for success and leading in a culturally diverse, ever-changing environment.

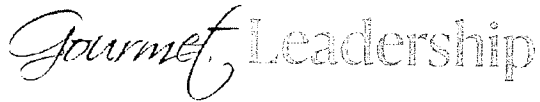
PROJECT GOALS

Provide assessment and leadership coaching to 4 Vice Presidents:

1. Identify and build leadership competencies based on each leader's individual strengths and developmental areas.
2. Build upon the strengths revealed in the assessment process, including 360 feedback.
3. Collaboratively construct an individual leadership development plan for each leader based upon the assessment.
4. Engage leaders in building the skills necessary to lead in constantly changing, diverse culture.

LEADERSHIP DEVELOPMENT COACHING ACTIVITIES

1. **Project Launch**
 - a. Coaches Carolyn Maue and Timothy Edris will meet with Tadar Muhammad, COO, and Dyana Burke, Chief of Staff, to review the coaching process and discuss coaching project goals.
 - b. Each coach will meet with each of the leaders and their supervisors in the first of two 3-way meetings with leader, supervisor and coach, to describe the coaching process and agree upon key goals for coaching.
2. **Coaching Sessions:** Each leader will be provided with 15 hours of coaching sessions over the course of 5 months, delivered primarily virtually in sessions of 60 -90 minutes. Typically, coaching sessions will be provided on a bi-weekly basis, using the assessment date and Leadership Development Plan as foundational to coaching activities.
3. **CDR Assessment Tool:** 3 of the four leaders will complete the CDR 3D Assessment. Nilda Bianco will review here past CDR results with her coach.
4. **360 Assessment Data** previously completed and other standardized assessments previously taken will be reviewed with each leader and incorporated into the coaching. (Gina, Marcela and Nilda)
5. **The Leadership Circle** online 360 assessment will be implemented with Kristi Vilardi.
6. **360 Interview Process** will be implemented with Nilda Bianco. Process will include interviewing up to 8 stakeholders, including supervisors, peers and staff. Coach will interview each stakeholder, prepare report and present to leader. Leadership Development Plan will then be prepared by leader and coach and approved by supervisor.
7. Preparation of a **Leadership Development Plan**, in collaboration with the leader, based upon assessment data will be completed with each leader.
8. **Skill building** will be provided through coaching conversations and resources including recommended books, articles, Ted Talks and other resources
9. **Two 3 -way meetings** will be held with Coach, Leader and Supervisor to: 1) introduce the coaching process and discuss goals for the coaching, 2) following the assessment process, review draft of Leadership Development Plan and obtain input on leadership development focus and activities.
10. **Scheduling** of individual coaching sessions will be coordinated by coach and each leader.
11. **Unlimited email**, text and phone correspondence with client will be provided by coaches.



SERVICES AND FEE SUMMARY

CAROLYN MAUE WILL COACH THE FOLLOWING LEADERS:

1. Gina Ronokarijo, VP of Workforce Operations (reports to Tadar). 15 hours of coaching, plus two 3-way meetings with supervisor. Fee: \$7400
2. Marcela Defaria, VP of Development (reports to Tadar) Project Launch and 15 hours of coaching, plus two 3-way meetings with supervisor. Fee: \$7400.

TIMOTHY EDRIS WILL COACH THE FOLLOWING LEADERS

3. Kristi Vilardi, VP of Finance (reports to Leo). 15 hours of coaching, plus two 3-way meetings with supervisor, and implementation of Leadership Circle 360 tool. (Cost of Leadership Circle is \$1200.) Fee: \$8600
4. Nilda Blanco, Sr. VP of Strategic Initiatives (reports to Tadar), a total of 30 hours of assessment and coaching, including up to four 3-way meetings with supervisor, and inclusive of 360 interview process.
Fee: \$14,800.

Project Fee: \$38,200 plus cost of CDR assessment for 3 leaders (\$350 each)= \$1050

Total Project Fee: \$39,250

CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS; PUBLIC RECORDS

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

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

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

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

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

VI. PROVISION AGAINST ASSIGNMENT

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

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

VII. DAVIS-BACON ACT

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

VIII. CONSTRUCTION OR 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 (EO 11514);
- 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.

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

XXIV. PROCUREMENT OF RECOVERED MATERIALS

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

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

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

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

XXVIII. E-VERIFY

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

XXIX. VENUE, GOVERNING LAW

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