

**2021 Summer Youth Trades Program Collaboration & Funding Agreement
By and Between Pasco Hernando Workforce Board, Inc. and
Pasco-Hernando State College, Pasco County School District, and Hernando
County School District**

THIS Agreement is entered into this 25th day of June 2021, by and between **Pasco Hernando Workforce Board, Inc.**, a Florida not-for-profit corporation, having its administrative office at 16336 Cortez Blvd., Brooksville, FL 34601 (hereinafter referred to as "PHWB"), and **Pasco-Hernando State College** (DUNS#07-086-8344), a public entity of the State of Florida, (hereinafter referred to as the "College"), having its principal administrative office at 10230 Ridge Road, New Port Richey, FL 34654, **Pasco County School District** (DUNS# 07-979-8983), a public school district (hereinafter referred to as "Pasco County Schools"); having its principal administrative office at 7227 Land O' Lakes Blvd, Land O'Lakes, Florida 34638-2826, and **Hernando County School District** (DUNS# 80-467-1105), a public school district, (hereinafter referred to as "Hernando County Schools") having its principal administrative office at 919 N. Broad Street, Brooksville, FL 34601.

WHEREAS, PHWB desires to execute a Summer Trades Youth Program, as outlined in the Scope of Services ("Scope of Services") attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the College desires to assist with the execution of a Summer Trades Youth Program;

WHEREAS, Pasco County Schools desires to assist with the execution of a Summer Trades Youth Program;

WHEREAS, Hernando County Schools desires to assist with the execution of a Summer Trades Youth Program; and

WHEREAS, the parties desire to enter into an agreement setting forth their respective obligations in the execution and accomplishment of a Summer Trades Youth Program.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Recitals and Exhibits.** The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. Term. The term of this Agreement ("Term") shall commence on the 28th day of June, 2021 and shall end on the 22nd day of July, 2021, unless extended or earlier terminated as provided for herein.
3. Scope of Services and Service Delivery Standards. For the Term of this Agreement, the parties agrees:
 - a. To provide the activities as set forth in the "Scope of Services", attached hereto as **Exhibit A** and incorporated herein by reference;
 - b. To cooperate with all agents, contractors, and employees of each other in all reasonable manners;
 - c. To provide proof of insurance, licensure (occupational, professional, and driving when applicable) and evidence of credentials upon request and to notify the other parties immediately upon any change in insurance or licensure; and,
 - d. To submit to background screening, criminal record checks, and credit checks as may be statutorily required for services rendered under this Agreement. As may be applicable, all persons providing services to Pasco County Schools or Hernando County Schools pursuant to this Agreement shall undergo the necessary background screening as described in Section 1012.465, Florida Statutes at their own cost before coming onto Pasco County Schools or Hernando County Schools property.
 - e. To, pursuant to Section 448.095, Florida Statutes, use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the Term of this Agreement. By signing below, the parties affirm that they are registered with and use E-verify, are otherwise in compliance with Section 448.095, Florida Statutes, and acknowledge that they are required to maintain such compliance throughout the Term of this Agreement.
4. Payment.
 - a. PHWB shall make cost-reimbursement payments to the College, Pasco County Schools or Hernando County Schools for costs incurred in the performance of the Scope of Services as outlined and set forth in the approved budget ("Project Budget"), attached hereto as **Exhibit B** and incorporated herein by reference.
 - b. The College, Pasco County Schools or Hernando County Schools shall timely submit invoices, accompanied by receipts, pay records, mileage, and other supporting documentation. PHWB shall remit payment within thirty (30) days after receipt of invoice and the required supporting documentation.
 - c. All parties to this agreement are either a public entity of the State of Florida

a local public entity, or a private not-for-profit corporation, all of which are tax-exempt organizations.

- d. To the extent any payment under this Agreement is for reimbursement of travel and related expenses, the parties agree that such reimbursements shall be subject to the provisions and limitations of Section 112.061, Florida Statutes.
5. Independent Contractor. It is understood that each party is an independent contractor and not an agent or employee of another party for any purpose. Each party assumes responsibility for payment of all federal, state and local taxes imposed or required under unemployment insurance, Social Security and income tax laws. Each party shall be solely responsible for worker's compensation insurance as required by law and shall provide proof of insurance upon demand by any party. Neither party has the right or the power to enter into any contract or commitment on behalf of any other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by any party or executing contracts binding upon another party.
6. Federal Contract Compliance, Assurances and Certifications. Federal funds will be used to make payments services rendered under this Agreement. The parties hereby acknowledge and agree to comply with all applicable federal and state contract compliance requirements, as they may be promulgated or amended from time to time. The parties hereby agree to adhere to the applicable requirements as set forth in Exhibit C, attached hereto and incorporated herein. Failure to comply with applicable federal or state contract compliance requirements shall be deemed a breach of this Agreement.
7. Public Records Law; Sunshine Law
 - a. The parties agrees to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law. To the extent that any party meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the parties must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes. In furtherance of this provision, the parties are required to:
 - i. keep and maintain public records required by to perform the Scope of Service;
 - ii. upon request from any party's custodian of public records, provide the requesting with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a reasonable or as 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 contract term and following completion of the contract, if any party does not transfer the public records to PHWB;
- iv. upon completion of the Agreement, transfer, at no cost, to PHWB all public records in possession of the party or keep and maintain public records required by to perform the service. If any party keeps and maintains public records upon completion of the Agreement, the parties shall meet all applicable requirements for retaining public records.

b. IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

- i. Pasco Hernando Workforce Board – Heather Harter, SHRM-SCP, Custodian of Public Records, Director of HR and Program Services, Post Office Box 6589, Spring Hill, Florida, 34611, hharter@careersourcepascohernando.com, (352) 593-2220.
- ii. Pasco-Hernando State College - Office of Policies and Governance, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654 or Pamela Nadolski, Paralegal, 727-816-3746, nadolsp@phsc.edu, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654.
- iii. Pasco County Schools – Custodian of Public Records, Pasco County School District, 7227 Land O'Lakes Boulevard, Land O'Lakes, Florida, 34638, publicrecords@pasco.k12.fl.us or (813) 794-2000.
- iv. Hernando County Schools – Custodian of Public Records, Hernando County School District, 919 North Broad Street, Brooksville, FL 34601, (352) 797-7000.

c. THE PARTIES ACKNOWLEDGE THAT NO PARTY CAN OR WILL PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO ANOTHER PARTY WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY WILL NOT RELY ON ANOTHER PARTY OR

ANOTHER PARTY'S COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT EACH PARTY HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEIR RESPECTIVE FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT.

- d. No provisions of this Agreement can be exercised to frustrate the requirements of the law for release of public records.
- 8. Student Records; Confidential or Exempt Records.
 - a. *Student Records.* If any party receives any student information / records as a result of this Agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the disclosing party, except third parties who are essential to the delivery of the parties' services under this Agreement and who are bound to maintain the confidentiality of student information / records. Furthermore, the parties agree to maintain and use all such student information / records in accordance with FERPA regulations and only as provided for in this Agreement. If student information / records are requested by way of subpoena or court order, the party in receipt of the subpoena shall notify the other parties of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.
 - b. *Confidential or Exempt Records.* The parties recognize that each is subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this Agreement. To the extent any party provides another party with any information it believe is confidential or exempt, the disclosing party shall notify the receiving party of the specific information that it believes is confidential, as well as the basis for the exemption.
- 9. Dispute Resolution. In the event of a dispute or controversy between the parties to this agreement, the parties will attempt resolution utilizing the following process:
 - a. *Informal:* The parties agree to appoint appropriate members of their respective staffs to attempt to negotiate a resolution to the dispute or controversy. While it is expected that those appointed to negotiate will have general decision making authority, the parties agree that it is acceptable that the final decision will rest with others within the respective organization.

- b. Mediation: In the event informal negotiations fail to resolve the dispute, then all parties shall agree to mediation pursuant to the Florida Rules of Civil Procedure. The parties shall initially share the costs of mediation, including the fees for the mediator, evenly. Members of the mediation team appointed by each organization shall participate in good faith and shall have final decision making authority in regards to the settlement of the dispute or controversy. Unless otherwise agreed to by the parties, any mediation shall take place in a mutually agreed upon location in Hernando County, Florida.
 - c. Litigation: Should the options in paragraphs (A) and (B) fail, then either party may file suit in a Court of Competent Jurisdiction consistent with the terms of this Agreement.
10. Designated Representative. The Designated Representative for each respective party concerning the service(s) provided under this Agreement is listed below. The parties will address all questions regarding this Agreement or Scope of Services to the Designated Representative. If the Designated Representative changes, the party whose Designated Representative is changing will provide written notification, in accordance with the notice provision of this Agreement, to all other parties.
- i. Pasco Hernando Workforce Board – Brenda Gause, Sr. Vice President of Operations.
 - ii. Pasco-Hernando State College – Wendy Villa, Workforce and CTE Promoter.
 - iii. Pasco County Schools – Chris L. Brantley, Ed. D., CTE Program Coordinator, Pasco County Schools Office for Career & Technical Education.
 - iv. Hernando County Schools - Beth Lastra, Supervisor of College & Career Programs, Hernando County School District.
11. Indemnification.

- a. College, Hernando County Schools and Pasco County Schools hereby agree to indemnify, defend and hold the PHWB, and its directors, officers, employees, and volunteers, harmless from and against any and all damages of any nature whatsoever, including reasonable attorneys' fees, expert witness fees, and court costs, which are caused or materially contributed to by the negligent, reckless or intentional acts of the College, Hernando County Schools or Pasco County Schools.
- b. PHWB hereby agrees to indemnify, defend and hold the College, Hernando County Schools and Pasco County Schools, and their respective employees and agents, harmless from and against any and all damages of any nature whatsoever, including reasonable attorneys' fees, expert witness fees, and court costs, which are caused or

materially contributed to by the negligent, reckless or intentional acts of PHWB.

- c. To the extent this Agreement requires the College, to indemnify PHWB, it shall only be to the extent of the limits set forth in Section 768.28, Florida Statutes. The College assumes liability for personal injury and property damage attributable to its negligent or wrongful acts or omissions and its officers, employees and agents while acting within the scope of their employment or service. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to the College party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. The College specifically retains all protections provided in said statute or common law, including limitations on damages and all procedural and substantive rights and protections.
- d. To the extent this Agreement requires Pasco County Schools to indemnify PHWB, it shall only be to the extent of the limits set forth in Section 768.28, Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of Pasco County Schools acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, Pasco County Schools does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this Agreement that no officer or employee may be held personally liable except as provided in Section 768.28(9), Florida Statutes. Notwithstanding the foregoing, Pasco County Schools' intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will Pasco County Schools' liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by Pasco County Schools to PHWB, or (b) the amounts identified as statutory limits pursuant to Section 768.28, Florida Statutes, if applicable.
- e. To the extent this Agreement requires Hernando County Schools to indemnify PHWB, it shall only be to the extent of the limits set forth in Section 768.28, Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of Hernando County Schools acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, Hernando County Schools does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this Agreement that no officer or employee may be held

personally liable except as provided in Section 768.28(9), Florida Statutes. Notwithstanding the foregoing, Hernando County Schools' intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will Hernando County Schools' liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by Hernando County Schools to PHWB, or (b) the amounts identified as statutory limits pursuant to Section 768.28, Florida Statutes, if applicable.

- f. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- g. These indemnifications shall survive the term and any renewals of this Agreement.

12. Insurance.

- a. The parties shall each maintain the following insurance:
 - i. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability. Such insurance must be primary, non-contributory, and must waive subrogation.
 - ii. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the party in performance of this Agreement. Such insurance must be primary, non-contributory, and must waive subrogation; and
 - iii. Workers Compensation as required by applicable state law.
- b. Contractor shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance.
- c. Certificates showing the party is carrying the above described insurance shall be furnished to the PHWB within fifteen (15) calendar days after the date on which this Agreement is made. Such certificates shall show that the PHWB shall be notified of all reductions in limits or cancellations of such insurance policies. Each party shall forthwith obtain substitute insurance in the event of a cancellation.
- d. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida.

13. Notices. All notices, demands, and other writing required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in

writing and deposited in the U. S. Mail, certified return receipt requested and addressed to the parties at the addresses noted in the this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

Pasco Hernando Workforce Board, Inc.	Jerome Salatino President/CEO Pasco Hernando Workforce Board, Inc. PO Box 6589 Spring Hill, Florida 34611
Pasco Hernando State College	Timothy L. Beard, Ph.D., President Pasco-Hernando State College 10230 Ridge Road New Port Richey, FL 34654
Hernando County School District	Beth Lastra Hernando County Schools 919 N. Broad Street Brooksville, Florida 34601
Pasco County School District	Lori M. Romano, Ph.D. Director, Career, Technical and Adult Education Pasco County Schools 7227 Land O'Lakes Blvd. Land O'Lakes, FL 34638

14. Entire Agreement. This Agreement and its Exhibits supersede any prior understandings or agreements between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. Amendment and Modification. The PHWB reserves the right to modify or amend the terms of the Scope of Services provision of this Agreement if the nature of the Scope of Services is required to be modified or amended due to changes in the law or changes in the availability of funds for the Scope of Services. In the event the Scope of Services is amended or modified by the PHWB, the parties agree to work cooperatively in good faith to renegotiate changes to the Payment provision of this Agreement, if applicable. All other terms, conditions and provisions of this Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by all parties.
16. Assignment. This Agreement shall not be assigned by any party without prior written approval of the other parties.
17. Termination.

- a. This Agreement may be terminated by either party with, or without, cause

upon fifteen (15) day's prior written notice.

- b. If the College, Pasco County Schools or Hernando County Schools knowingly employs unauthorized aliens, in violation federal contractor requirements, such action shall be cause for unilateral cancellation of this Agreement and PHWB may recover damages resulting from such cancellation from the party violating such requirements. Further, PHWB may unilaterally terminate this Agreement, without penalty, if the College, Pasco County Schools or Hernando County Schools is determined to have violated provisions of the Trafficking Victims Protection Act of 2000 (2 CFR 175.15(B)).
 - c. The parties agree that in the event any party files for bankruptcy, insolvency, or receivership during the Term of this Agreement, any party, at its own option, may terminate and cancel its participation in this Agreement, in which event all rights hereunder shall immediately cease and terminate.
18. Force Majeure. No party shall be liable to any other party nor deemed in default under this Agreement if an to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of any party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county or municipal governing bodies, which prevents performance of the Agreement for all or part of the Term of this Agreement.
19. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the parties agree that the Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
20. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.
21. Waiver. The waiver by any party hereto of a breach of any provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

22. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
23. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. Law of the Agreement, Jurisdiction and Venue. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida, and the parties hereby agree that the terms and provisions of this Agreement are to be performed solely in the State of Florida. Jurisdiction and venue are hereby agreed by the parties to be solely and exclusively in the county or state courts in and for Pasco or Hernando County, Florida and no other location. The parties hereby waive any rights to venue in any other jurisdiction. The parties hereby agree that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.
25. Attorney's Fees; and Costs of Enforcement. The parties agree to each pay their own attorneys' fees and costs relating to negotiating this Agreement, and in relation to any action to enforce the terms of this Agreement.
26. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

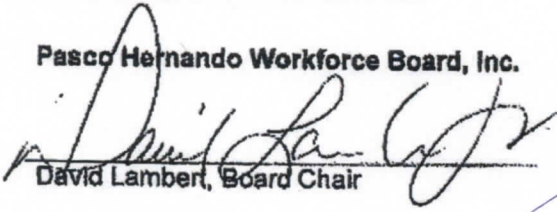
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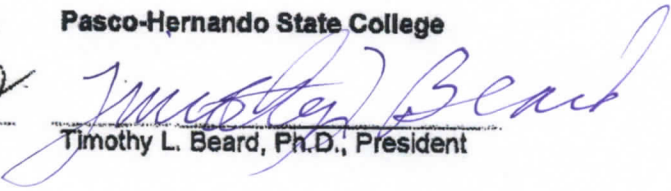
2021 Summer Youth Trades Program
Collaboration & Funding Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on
the day and year first above written.

Pasco Hernando Workforce Board, Inc.


David Lambert, Board Chair

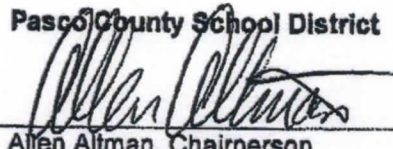
Pasco-Hernando State College


Timothy L. Beard, Ph.D., President

Hernando County School District

Susan Duval, Chairperson

Pasco County School District


Allen Altman, Chairperson

Contract Reviewed and Approved

James D. Class Digitally signed by James D. Class
Date: 2021.06.03 12:15:37 -0400

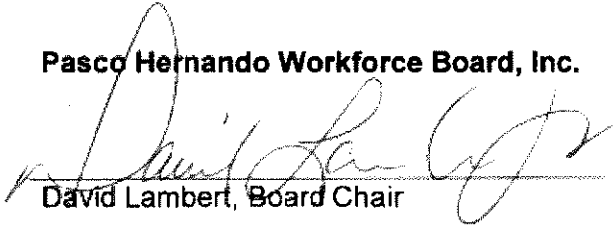
James D. Class, Purchasing Director
District School Board of Pasco County

2021 Summer Youth Trades Program
Collaboration & Funding Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

Pasco Hernando Workforce Board, Inc.


Pasco-Hernando State College


David Lambert, Board Chair

Timothy L. Beard, Ph.D., President

Hernando County School District

Pasco County School District

 6/9/21
Susan Duval, Chairperson
Linda K. Prescott

Allen Altman, Chairperson

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

EXHIBIT A

Scope of Service

Pasco Hernando Workforce Board (PHWB) will execute a Summer Youth Program (SYP) by coordinating student job shadowing and training opportunities in partnership with Pasco Hernando State College (PHSC), Pasco County and Hernando County Schools. The roles and responsibilities of each party is detailed as follows:

- PHWB will provide staff to determine eligibility for program participation, coordinate and recruit participants, and support the program financially as detailed in the budget (Exhibit B).
- PHSC will provide classrooms to accommodate participants and certified instructors for the Construction and Information Technology sectors, Leadership and Soft Skills training resulting in related certifications. Purchase equipment as detailed in the budget (Exhibit B).
- Hernando County Schools will provide classrooms to accommodate participants and certified instructors to teach basic safety skills for the construction industry, OSHA certification, and Information Technology (Social Media Strategies) certifications. Hernando County Schools will provide school resource office, bus drivers and buses, and flash drives for IT student. PHWB will reimburse Hernando County Schools for salaries, mileage, and equipment as detailed in the budget (Exhibit B).
- Pasco County Schools will provide bus drivers and buses to transport students to and from worksites. PHWB will reimburse Pasco County Schools for salaries and mileage as detailed in the budget (Exhibit B).

Exhibit B
Budget

Master Summer Trades

Total Expenses		Grand Total
		\$248,490.99
Training Program	# of Students	
Information Technology	35	
Construction	90	
Transportation		
Bus Mileage (4)	\$60/day	\$1,920
Total	\$0.00	\$1,920.00
Benchmark	Individual	Total
Enrollment Incentive (125)	\$100.00	\$12,500.00
Mid-Term Incentive (125)	\$50.00	\$6,250.00
Total	\$150.00	\$18,750.00

CONTRACT INFORMATION:
FAIN# G-2101FLTANF
CFDA# 93.558

Wages	Individual	Total
Student (125)	\$11/hr	\$154,000.00
Teacher #1 (Pasco)	\$30/hr	\$3,360.00
Teacher #2 (Pasco)	\$30/hr	\$3,360.00
Teacher #3 (Hernando)	\$30/hr	\$3,360.00
Teacher #4 (Hernando)	\$30/hr	\$3,360.00
Driver #1 (Pasco)	\$25/hr	\$800.00
Driver #2 (Pasco)	\$25/hr	\$800.00
Driver #3 (Hernando)	\$25/hr	\$800.00
Driver #4 (Hernando)	\$25/hr	\$800.00
School Resource Officer (1)	\$30/hr	\$3,360.00
Total		\$174,000.00

Individual Training Account	Individual	Total
Automation (6) PHSC	\$1,438.00	\$8,628.00
Pneumatics (4) PHSC	\$1,321.16	\$5,284.64
OSHA (90) Construction	\$125.00	\$11,250.00
Social Media (35) IT	\$200.00	\$7,000.00
IT Administration (5) PHSC	\$2,788.00	\$13,940.00
Total		\$46,102.64

Miscellaneous	Individual	Total
Safety Equipment (90 goggles)	\$25.00	\$2,250.00
Boots (90)	\$25.00	\$2,250.00
Safety vest (90)	\$20.00	\$1,800.00
T-shirts (125)	\$6.75	\$843.75
Masks (40 boxes)	\$9.99	\$399.60
CSPH flash drive (35)	\$5.00	\$175.00
Total	\$86.74	\$7,718.35

EXHIBIT C

FEDERAL AND FLORIDA COMPLIANCE ASSURANCES AND CERTIFICATIONS

The parties (hereinafter referred to as "Contractor") acknowledge and certify that, to the extent applicable to this contract/agreement, funding source, program activities, and statutory requirements, the parties shall comply with the following (if applicable):

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- A. **TERMINATION PROVISIONS (CONTRACTS OF \$150,000).** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The parties agree that in the event Contractor shall fail to comply with any term, provision, or condition of this Agreement, then in the absence of a remedy provision contained elsewhere in the Master Agreement, Pasco-Hernando Workforce Board, Inc. may at its sole election terminate this Agreement without being liable to prosecution or may bring a claim for specific performance or may bring an action to recover damages caused by such breach. Additionally, Pasco-Hernando Workforce Board, Inc. (PHWB) may consult with an attorney concerning PHWB's rights hereunder, and Contractor agrees in each and any such case to pay to PHWB its reasonable attorney's fees therefore.
- B. **TERMINATION PROVISIONS (CONTRACTS OF \$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The parties agree that in the event there is no provision contained elsewhere in the Master Agreement to the contrary, then the Parties agree that this Agreement may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice. Further, PHWB is a quasi-governmental entity reliant in part on funding received from governmental grants. Accordingly, notwithstanding anything else contained herein to the contrary, PHWB shall have the right to terminate the Agreement or any of the agreements comprising the Master Agreement by reason of funding unavailability at any time by providing thirty (30) days advance written notice. If this agreement is terminated, all payments defined therein shall cease to be due as of the date of termination.
- C. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- D. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties,

assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 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.

- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. **SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 USC 6962; 2 CFR §200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15(B))**. During the term of the Agreement, Contractor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Agreement.
- L. **VETERAN'S PRIORITY OF SERVICE PROVISIONS (38 USC 4215; 20 CFR 1010)**. A covered person is entitled to priority of service under any qualified job training program if the person otherwise meets the eligibility requirements for participation in such program. An entity of a State, a political subdivision of the State, or in this case, a Contractor, that administers or delivers services under a qualified job training program shall provide information and priority of service to covered persons regarding benefits and services that may be obtained through other entities or service providers; and ensure that each covered person who applies to or who is assisted by such a program is informed of the employment-related rights and benefits to which the person is entitled under this section.
- M. **EQUAL TREATMENT FOR FAITH BASED ORGANIZATIONS (29 CFR 2, Subpart D)**. Any organization that participates in a program funded by federal financial assistance shall not, in providing services or in outreach activities related to such services, discriminate against a current or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect financial assistance need not modify its program activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.
- N. **PURCHASE OF AMERICAN MADE PRODUCTS (P.L. 103-333 §507)**. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under Public Law 103-333 should be American-made. Funds made available under this Public Law may be used to fund Contractor's performance under this Agreement. In providing financial assistance to, or entering into any contract with, any entity using funds made available in this Act, Contractor, to the greatest extent practicable, shall provide to such notice describing the statement made by the Congress, as to American made products.
- O. **PUBLIC ANNOUNCEMENTS AND ADVERTISING (P.L. 103-333 §508)**. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall

clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

P. **CODES OF CONDUCT (29 CFR 95.42).** The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

Q. **EMPLOYMENT ELIGIBILITY REQUIREMENTS.** Employment of unauthorized aliens by Contractor is considered a violation of the Immigration and Nationality Act. Contractor shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term. Contractor shall be responsible for including the provisions of this paragraph in any context with, and requiring compliance by any/all subcontractors performing under this Agreement. If Contractor knowingly employs unauthorized aliens, in violation of this paragraph,, such action shall be cause for unilateral cancellation of this Agreement and PHWB may recover damages from Contractor resulting from such cancellation. Further, PHWB may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in this paragraph of this Agreement; or has an employee who is determined by PHWB to have violated a prohibition in this paragraph of this Agreement through conduct that is either associated with performance of this Agreement or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by PHWB.

R. **ASSURANCES AND CERTIFICATIONS.** The Department of Economic Opportunity (DEO) will not award federal workforce funds where the PHWB or its contractors have failed to complete the ASSURANCES AND CERTIFICATIONS contained in this attachment. In performing its responsibilities under the Master Agreement, the Contractor provides the following certifications and assurances:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
3. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135.F.S.)

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the PHWB.

S. ASSURANCES – NON-CONSTRUCTION PROGRAMS. As the duly authorized representative of the Contractor, I certify that Contractor:

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as emended,

relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.

3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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 (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environment 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 (Clear 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).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.
8. Will comply with the procurement standards of 2 CFR 200.318 –200.326.

T. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.** The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;
2. Have not within a three-year period preceding the Agreement 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;
3. 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 (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Have not been placed on the convicted vendor list following a conviction of a public entity crime as set forth in Fla. Stat. 287.133(2)(a).
6. Have not been placed on the discriminatory vendor list described in Section 287.134 Fla. Stat.

U. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS. The Contractor certifies, to the best of its knowledge and belief, that:

1. 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 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;
2. 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 employees of Congress, or 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;

3. The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
4. This certification is a material representation of fact upon which reliance was placed when this transaction 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;
5. Contractor shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Contractor, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the RWBs' workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace;
 - b. The policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph V.1. of this certification.
4. Notifying the employee in the statement required by paragraph V.1. of this certification that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement;

- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five (5) calendar days after such conviction.
5. Notifying the PHWB in writing ten (10) calendar days after receiving notice under subparagraph 4.b. of this Section from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on which Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department's intranet site, should be completed and submitted to the following address:

Office of the Inspector General
Department of Economic Opportunity
MSC# 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

- a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
 - b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

W. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE. As a condition of the Contract the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination 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.

The 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 Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that PHWB, DEO and the United States have the right to seek judicial enforcement of the assurance.

- X. ***CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE.*** As a condition of the Contractor the Contractor assures that it will comply fully with the certification regarding environmental tobacco-smoke.

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are contracted, operated or maintained with Federal funds. The statute does not apply to children's service provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

- Y. **ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).** As a condition of the Agreement, the Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.
- Z. **SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.** If a board that is affiliated with the local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor will submit a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.
- AA. **PUBLIC RECORDS LAW; SUNSHINE LAW.** Contractor agrees to comply with public records and open meeting requirements as applicable including 2 CFR 200.333, and 2 CFR 200.336.
- BB. **INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION.** To the extent any Contractor, or employee of Contractor, is granted authorization to access workforce information systems, including systems containing confidential information, Contractor and its employees are required to complete the established Individual Non-Disclosure and Confidentiality Certification Form upon request.
- CC. **MANDATE TO REPORT ABUSE OF VULNERABLE POPULATIONS.** In compliance with Sections 39.021 and 415.1034 Florida Statutes, if Contractor, and its agents, employees, or others performing services on Contractor's behalf, knows or has reasonable cause to suspect that a child, aged person or disabled adult is or has been abused, neglected, or exploited, Contractor, and its agents, employees and others performing services on Contractor's behalf, agree to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report> or via fax 1-800-914-0004.