

VENDOR CONTRACT NO. 2024 Vendor - 12007

BETWEEN

CAREERSOUCÉ BROWARD

AND

**THE GREATER HOLLYWOOD CHAMBER OF COMMERCE, INC.**

FOR

BUSINESS INTERMEDIARY SERVICES

This is not a Contract for Research and Development

UEI #				
FEDERAL AWARDING AGENCY	U.S. DOL			
TOTAL FEDERAL AWARD	\$15,651,795			
FEDERAL AWARD IDENTIFICATION # (FAIN)	ALN (CFDA) #	FDA/CSFA Title	FEDERAL AWARD DATE	TOTAL FEDERAL AWARD
HL9AA84QLED4	10.561	SNAP	1/24/23	\$342,700
G-2001FLTANF	93.558	TANF	12/22/22	\$3,022,399
AA-38523-22-55-A-12	17.258	WIOA Adult	7/6/222	\$3,333,563
AA-38523-22-55-A-12	17.278	WIOA DW	7/26/22	\$4,160,696
AA-38523-22-55-A-12	17.259	WIOA Youth	6/24/22	\$2,914,085
ES-38724-22-55-A-12	17.207	WP	8/4/2022	\$966,776
DV-37868-22-55-5-12	17.804	LVER/DVOP	12/5/22,2/3/23	\$68,047, \$135,091
UI-37975-20-60-A-12	17.225	RESEA	11/4/22	\$708,438
PASS THROUGH ENTITY	FL. Department of Commerce			
CONTRACTING OFFICER	Carol Hylton, President/CEO			
CONTACT INFORMATION	CareerSource Broward 2890 W. Cypress Creek Road Ft. Lauderdale, FL 33309			

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$15,651,795 with funds from the federal funding streams listed above. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

VENDOR CONTRACT NO. 2023 - 2024 Vendor - 12007

BETWEEN

CAREERSOUC E BROWARD

AND

THE GREATER HOLLYWOOD OF COMMERCE, INC.

THIS CONTRACT NO. 2023-2024-Vendor-12006, entered into the 8th day of February 2024, by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc., hereinafter the "BWDB" having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE GREATER HOLLYWOOD CHAMBER OF COMMERCE, INC., hereinafter referred to as a "CONTRACTOR", existing under and by virtue of the laws of the State of Florida as a not for profit corporation having its principal office at 330 N Federal Hwy, Hollywood, FL 33020, to begin on the date this Contract is executed by the parties.

WITNESSETH THAT:

WHEREAS, CSBD is desirous of increasing its capability of marketing its services to employers; and

WHEREAS, CSBD issued a Request for Quotes directed to Business Associations interested in providing CSBD with intermediary services to employers; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by CareerSource Broward to serve as an intermediary; and

WHEREAS, CSBD wishes to retain Contractor to provide business intermediary services, as outlined in this Contract; and

WHEREAS, Contractor has agreed to provide CSBD with said services, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follow:

## **1. DESCRIPTION OF THE INTERMEDIARY SERVICES TO BE PROVIDED**

- 1.1 Contractor, shall serve as an intermediary between the CSBD one-stop system and Contractor's employer members and prospective members to help identify training and placement opportunities for both their employer members and the CSBD one-stop job seekers by providing the following services:

- a. Introduce new businesses that become Chamber members during each quarter of the Contract term by facilitating a meeting between the CSBD Vice President of Business Relations, the One-Stop Center Manager and CSBD Business Services staff so they may describe local area one-stop center services to the employers.
- b. Twice during the contract term, with the dates to be approved by the CSBD President/CEO, engage a combination of 25 large and small employers representing a targeted occupational area for purposes of conducting an Employer Forum. The occupational area shall be agreed to by Contractor and the CSBD President/CEO. Contractor shall invite education, economic development, and workforce development representatives to participate in the Forum. Contractor shall identify a speaker to address the Forum and to lead a discussion on employer workforce needs, challenges, and gaps. CSBD staff will address the Forum on workforce services available for employers.
- c. Meet with the CSBD Vice President of Business Relations and Executive Vice President of Operations quarterly to identify the Chamber events appropriate for attendance by a representative of CSBD.
- d. After reviewing the calendar of events and meetings with the CSBD Vice President of Business Relations and Executive Vice President of Operations, a CSBD representative shall be given an opportunity each quarter to address the membership, at a predetermined meeting or event as agreed to by the parties.
- e. Include details regarding CSBD events or services, in the Chamber newsletters, which may be The Greater Hollywood Chamber of Commerce Digital Newsletter. Copy shall be provided by CSBD in accordance with the deadline to be provided by Contractor for inclusion of articles in their publications.
- f. Contractor shall share its yearly social media calendar which is updated monthly with CSBD. Contractor shall coordinate with the CSBD Communications Department to add CSBD content and events on a monthly basis which may include LinkedIn, Facebook, Instagram, YouTube and X (formerly Twitter) social media channels.
- g. Contractor shall provide CSBD with two complimentary Chamber Memberships. This will enable CSBD to have a representative at Contractor meetings once a month, to network with their employer members, at no additional cost.
- h. Contractor shall invite CSBD to all Contractor functions during the year and invite four CSBD representatives to attend Contractor's annual or semiannual event.
- i. Contractor shall maintain a prominent live link on their homepage to the CSBD website. The link shall clearly differentiate between the connection to the CSBD website and any link to the CareerSource Florida website.

- j. Contractor shall share its member surveys with CSBD and shall consult with CSBD to include workforce topics/questions/issues in the surveys. When the results of the surveys are tabulated, they shall be shared with CSBD.
- k. Contractor shall identify positions that are a result of new and emerging occupations in Broward County and to the extent they are aware through their members, shall identify occupational sectors that are showing a downward trend in Broward County. This can be through anecdotal information or through the collection of labor market information from their members. The results shall be provided to CSBD. The information collected shall be included in the monthly report to CSBD on contract activities. CSBD and Contractor shall be able to post the information on their respective websites so that it is available to Contractor's members. Contractor shall indicate that it was collected and is being made available courtesy of CSBD two (2) times a year.
- l. Contractor shall include a listing in their Business or Membership Directory for CSBD. CSBD shall approve the language and information to be included in the directory or roster.

## **2. DEVELOPMENT OF WORKPLACE BASED SERVICES**

- 2.1 Workplace based training refers to on-the-job training, including upgrade OJT, customized training, work experience (internships) and incumbent worker training.
  - a. On the job training also referred to as OJT provides WIOA-eligible participants occupational skills training essential to the performance of a specific job. Employers agree to hire the participant and are reimbursed 50% or 75% of the participant's wage during training depending on the size of the employer's workforce.
  - b. Upgrade OJT - provides WIOA-eligible employed workers not earning a self-sufficient wage or at least as much as the wages earned in previous employment, training in new technologies, introduction to new production or services, procedures, additional skills needed for their job, or workplace literacy essential to the performance of their job. Employers are reimbursed 50% or 75% of the participant's wage during the training period. Upgrade OJT is also appropriate for individuals enrolled in registered apprenticeship training.
  - c. Customized training is when an employer commits to hiring individuals who successfully complete training that is designed to meet the specific requirements of an employer. The cost of the training is shared by the employer and CSBD in accordance with CSBD policy.
  - d. Work experience often referred to as a subsidized internship is a planned, structured learning experience that takes place in the workplace for a limited period of time.

- e. Incumbent worker training also referred to as IWT is training offered to employees who have worked for an employer for at least 6 months. The purpose of the training is to increase the competitiveness of the employee or employer or to prevent a layoff. The cost of the training is shared by the employer and CSBD in accordance with CSBD policy.
- 2.2 Contractor and CSBD shall annually determine total funds to be committed to workplace-based training activities. Funds may be allocated between adult and /dislocated worker. The funds allocated for work-based activities shall be committed to in writing. For Year 1 of this Contract, the funds required to be committed for work-based activities total \$200,000.
- 2.3 Contractor shall be responsible for marketing workplace-based training to its employer members and obtaining commitments from the members to participate in these activities.
- 2.4 Contractor shall identify staff to be assigned to market workplace-based training to Contractor's business members and the staff shall attend training to be provided by CSBD, to obtain a full understanding of the activities as well as the rules applicable to workplace-based training.
- 2.5 Contractor shall communicate with their members including new businesses opening in the workforce area and existing business members that are expanding their business to determine their hiring needs.
- 2.6 Contractor shall meet with employer members who employ workers in demand occupational areas to explain the benefits of workplace-based training as well as of hosting an intern in their workplace to secure internship positions.
- 2.7 Contractor shall work with their members to obtain commitments to participate in any of the workplace-based training activities up to the amount of funds annually reserved and allocated by CSBD to workplace-based training in accordance with this Contract.
- 2.8 Once a commitment has been obtained Contractor shall communicate with CSBD who shall assign staff to finalize required agreements with the employers.
- 2.9 CSBD and Contractor shall agree on a schedule of meetings to monitor performance of the deliverables and to make adjustments as needed to assure the success of the activities.
- 2.10 Contractor shall be responsible for costs associated with the deliverables and performance required under this Contract.

### **3. FINALIZING WORKPLACE BASED TRAINING OPPORTUNITIES**

- 3.1 Upon obtaining a commitment from an employer Contractor shall contact the designated one-stop career center staff to:
  - a. Identify an appropriate candidate for the proposed training, or
  - b. To conduct eligibility determination if the training is Upgrade OJT or IWT, or
  - c. To conduct eligibility determination in the event of a reverse referral for OJT or customized training.
- 3.2 CSBD, one-stop business services staff shall prepare the required contracts for the work-based activity.
  - a. CSBD business services staff and Contractor staff shall determine whether to jointly visit employer to present the contract or whether the contracts can be transmitted electronically or via US Postal Service or other carrier for execution by the employer.
  - b. Upon execution each party to this contract shall inform the other as necessary.
  - c. No participant may start training prior to execution of the contract between the employer and CSBD. This shall be made clear during the marketing and commitment visits.
- 3.3 The ability of Contractor to obtain the commitments from employers shall be a part of the performance considered by the CSBD governing boards when deciding whether to renew this Contract.

### **4. REPORTS**

- 4.1 Contractor shall provide a monthly report to CSBD with the following information:
  - a. The list of new employer members introduced to CSBD
  - b. Employer Forum – Agenda, attendance sheets, speaker during the month the event was held.
  - c. Events where CSBD made a presentation
  - d. A copy of the CSBD articles or announcements in Contractor's monthly publication
  - e. Screenshot of the Contractor's social media sites where CSBD information was shared

- f. Name and date of the Contractor's annual or semiannual event that CSBD representatives attended
- g. Screenshot of the Contractor's website's home page showing the prominent placement and link to the CSBD website
- h. A copy of the results from the surveys to the Contractor's members
- i. A copy of the report containing the labor market information researched among the Contractor's members and a screenshot of where the report is posted on the Contractor's website.
- j. A copy of the Contractor's events community calendar for the month
- k. A copy of the CSBD listing in the Contractor's Business or Membership Directory.
- l. The names of the employers visited during the month to market work-based training activities.
- m. The number and names of participants placed into work-based training for the month
- n. The number of work-based contracts executed during the month

## **5. COMPENSATION**

### **5.1 MAXIMUM FEE**

- 5.1.1 The maximum fee to be paid shall be Thirty-six Thousand, Six Hundred and Sixty-six Dollars and Sixty-four Cents (36,666.64) for the period February 1, 2024 and ending September 30, 2024 which amount shall be prorated in year one based upon the actual number of months comprising the contract period.
- 5.1.2 Contractor shall invoice CSBD Four Thousand Five Hundred and Eighty-three Dollars and Thirty-three Cents (\$4583.33) monthly for the deliverables listed in the contract.
- 5.1.3 Invoices shall be submitted using the CSBD invoice forms. CSBD will not pay partial invoices. Invoices must be correct and accompanied by the documents substantiating the deliverables. Invoices must be submitted within fifteen (15) days of the close of the month for which reimbursement is sought.
- 5.1.4 Contractor agrees, upon receipt of a written explanation and request from CSBD and following an opportunity to discuss the matter with CSBD, to return to CSBD any funds paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

5.1.5 CSBD shall pay Contractor within 30 days of submission of their invoice.

## **6. TERM**

1. The term of this Contract shall begin on the date it is fully executed by both parties and shall end on September 30, 2024. The term of this Contract may be extended for three (3) one-year periods, upon the mutual agreement, in writing, of the Parties.
2. The continuation of this Contract beyond the end of any program year shall be subject to performance as defined in this Contract, and the appropriation and availability of funds as described in this Contract.

## **7. GOVERNING LAWS AND VENUE**

- 7.1 Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract.
- 7.2 The parties agree that Broward County shall be the venue of any legal action between the parties.

## **8. ASSIGNMENTS AND SUBCONTRACTS**

- 8.1 Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of CSBD. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the CSBD, shall be null and void.
- 8.2 Contractor agrees to be responsible for all work to be performed. If CSBD permits subcontracting all or part of the work contemplated under this Contract, subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the CSBD. Contractor agrees that the CSBD shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the CSBD against such claims.



## **9. INDEMNIFICATION**

- 9.1 Contractor shall at all times hereafter indemnify, hold harmless and, at CSBDs' option, defend or pay for an attorney selected by CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBDs' claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSBD.
- 9.2 No payment by CSBD to Contractor shall be construed as a waiver by CSBD for any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any right of CSBD with respect to such breach or default; nor shall any assent by CSBD expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

## **10. INSURANCE**

- 10.1 Contractor agrees to maintain the insurance required by this Contract in full force and effect throughout the term of this Contract and during any renewal or extension term of the Contract. The insurance shall be of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. Proof shall be provided through certificates of insurance naming CSBD as an additional insured.
- 10.2 Contractor will provide CSBD Certificates of Insurance, evidencing the required coverage prior to contract start including all endorsements required herein and shall keep such certificates current during the entire term of this Contract. If Contractor fails to maintain insurance as specified in this Contract, CSBD may terminate this Contract. The certificates of insurance shall:
- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER.

Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- b. If the Contract term goes beyond the expiration date of the insurance policy, Contractor shall provide the CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Contract until this requirement is met.
- c. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- d. The certificate shall contain the title of the insurance contract and contract number.
- e. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Blvd., Fort Lauderdale, FL 33309
- f. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and to the extent possible shall possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by CSBD or their designee.
- g. Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- h. If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- i. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated under this Contract shall be unacceptable and shall be considered breach of contract.

- j. Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract to Contractor's insurance company and to the CSBD Executive VP as soon as practical.
- k. It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.
- l. All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR). Contractor shall be solely responsible for reimbursement of any deductible to the insurer.

10.3 Required insurance includes:

- a. COMMERCIAL GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Contractors. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.
- b. Workers' Compensation and Employer's Liability insurance coverage. Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor shall ensure that the Workers Compensation Policy contains an alternate employer endorsement to extend workers' compensation coverage by including the addition of CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, to Contractor's policy's endorsement schedule. The alternate employer endorsement shall cover injury sustained by employees during their temporary or special employment by the alternate employer listed in the endorsement schedule. The schedule must indicate Florida as the state in which the temporary workers will be employed. Contractor shall remain the worker's primary employer, with CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, also insured while the temporary workers are assigned to CSBD.

Further the Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident.

- c. Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Contractor does not own vehicles, Contractor shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.
- d. Fidelity/Dishonesty and/or Commercial Crime Coverage
- e. Physical Abuse, Sexual Misconduct, and Sexual Molestation Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.
- f. Professional Liability and/or Errors and Omissions including employment practices liability coverage. Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.
- g. Employment practices liability insurance to cover claims for employment practices wrongful acts including alleged discrimination, sexual harassment, wrongful termination, breach of implied employment contract, failure to employ/promote, wrongful discipline, negligent evaluation, retaliation, damages arising out of defamation, humiliation, mental anguish, emotional distress, libel/slander, invasion of privacy, civil rights violations, workplace harassment and failure to provide/enforce CSBD and/or Contractor's policies. Coverage shall provide judgments, back pay, forward pay, appeals, bonds, multiple damages, punitive damages (where permitted), pre and post judgment interest awards in naming CSBD, its governing boards, directors, officers, employees and

volunteers as an additional named insured. Contractor must keep insurance in force until the third anniversary of expiration of this Contract. The policy shall cover all employees, both part time, full time, and applicants. The policy shall cover the cost of defense in civil cases as well as dispute resolution that can occur out of the courtroom with the ability for CSBD to select the attorney. The policy shall not contain a "Hammer Clause." The policy shall be an occurrence policy.

## **11. OVERPAYMENTS**

Contractor agrees, upon receipt of a written explanation and request from CSBD and following an opportunity to discuss the matter with CSBD, to return to CSBD any fees paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

## **12. MODIFICATION**

- 12.1 CSBD may request changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon. All changes to the Contract shall be reduced to writing and duly signed by the parties.
- 12.2 The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

## **13. TERMINATION**

- 13.1 Termination For Convenience - This Contract may be terminated by any party upon thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery, or via any generally acceptable delivery method for which a receipt is issued. In the event of a termination for convenience CSBD shall only be obligated to pay for monitoring reports received through the date of termination.
- 13.2 Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable, CSBD may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. CSBD shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds". In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

13.3 Termination for Breach - This Contract may be terminated by CSBD for non-performance by the Contractor upon ten (10) days' notice in writing to the Contractor. However, prior to termination of this Contract for breach, CSBD shall notify the Contractor in writing of its intent to terminate this Contract, identify the alleged deficiencies in the Contractor's performance giving rise to the intent to terminate, and shall give the Contractor thirty (30) days to cure such deficiencies before CSBD may terminate this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

13.4 In the event the federal and state funds upon which this Contract is dependent is withdrawn or redirected, the CSBD may immediately terminate the Contract and CSBD will have no further liability to the Contractor beyond that already incurred by the termination date.

#### **14. SEVERABILITY**

14.1 If any provision of this Contract is found to be invalid or illegal, the remaining terms and conditions remain in full force and effect. It is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Contracts whether oral or written is held to be unenforceable by a Court of competent jurisdiction.

14.2 The parties hereto agree and understand that the words and figures contained in the documents which are attached hereto or incorporated by reference shall together with this Contract constitute the Contract between the parties and are as fully a part of the Contract as if they were set forth verbatim and at length herein.

#### **15. NOTICE**

The names of the contact persons upon whom all notice shall be served are as follows:

For CSBD:

Ms. Carol Hylton, President/CEO  
CareerSource Broward  
2890 W. Cypress Creek Road  
Fort Lauderdale, FL 33309

For Contractor:

Ms. Marie Suarez, CEO  
The Greater Hollywood Chamber  
of Commerce, Inc.  
330 N Federal Hwy,  
Hollywood, FL 33320

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative will be rendered in writing to the all-other parties and said notification attached to copies of this Contract. Any notice required under this Contract will be deemed to be properly given only when sent via a nationally recognized courier, delivered by hand or overnight courier service, or mailed by certified or registered mail addressed as shown on the first page of this Contract.

## **16. E-VERIFY**

- 16.1 To the extent applicable, Contractor agrees to comply with Florida Statutes 448.095 and shall:
- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
  - b. Not employ, contract with, or subcontract with an unauthorized alien
- 16.2 Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits

## **17. PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216**

- 17.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    2. Telecommunications or video surveillance services provided by such entities or using such equipment.
    3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

controlled by, or otherwise connected to, the government of a covered foreign country.”

- d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

## **18. STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300**

- 18.1 The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
- 18.2 The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

## **19. AMENDMENTS**

- 19.1 This Contract constitutes the entire agreement between the parties.
- 19.2 Either party may, during the contract term request changes to the terms and conditions of this Contract. Such changes, if mutually agreed upon and in writing by and between CSBD and the Contractor, shall be incorporated by written amendments into this Contract.
- 19.3 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar degree of formality as this Contract and executed by the CSBD and Contractor.



## **20. CONTRACT TERMS AND CONDITIONS**

- 20.1 This Contract and the Exhibits attached to it contain the entire understanding between the parties and no provision of this Contract may be amended or waived unless agreed to in a writing signed by the parties.
- 20.2 The provisions of this Contract will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

## **21. FORCE MAJEURE**

Neither party will be responsible for failure or delay in performance of this Contract if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

## **22. COMPLIANCE WITH FEDERAL LAWS**

To the extent applicable Contractor shall comply with the following laws:

- 22.1 To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 22.2 Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 22.3 Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable
- 22.4 Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 22.5 Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 22.6 Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.

- 22.7 Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 22.8 Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 22.9 Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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.
- 22.10 Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 22.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7),
- 22.12 Contractor shall comply with the Copeland Anti-Kickback 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.
- 22.13 Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
- 22.14 Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- 22.15 Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.

22.16 Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98,

22.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

22.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

22.19 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

## **23. LOBBYING AND RELATED PARTIES**

23.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

23.2 Contractor attests that he has not employed any person to solicit or secure this Contract through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSBD's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

23.3 When applicable, the Contractor shall disclose all related party transactions.

## **24. RECORD RETENTION**

24.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any amendment hereto for not less than five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation, or other action involving this Contract or Amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- 24.2 Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly account for expenditures incurred in the execution of Contractor's duties and responsibilities under this Contract.
- 24.3 If Contractor is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Contract or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- 24.4 Upon request from CSBD, Contractor shall provide CSBD with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as set forth in the Florida Statutes.
- a. Ensure that public records that are exempt or confidential and 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 the contractor does not transfer the records to the public agency.
  - b. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR CAREERSOURCE BROWARD AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.**

## **25. VOLUNTARY OR INVOLUNTARY DISSOLUTION**

- 25.1 In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform CSBD within twenty-four (24) hours of Contractor's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit or review of the Contractor's expenditures in the delivery of services under this Contract. CSBD may also request or make provisions for the preservation of all records pertaining to the Contract and any amendments hereto.
- 25.2 In the event of the voluntary or involuntary termination of this Contract, for any reason as described in this Contract, Contractor shall allow CSBD at its sole expense to arrange for an immediate audit or review of the Contract expenditures in delivery of services under this Contract. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Contract and any amendments hereto.
- 25.3 Notice required by this section shall be in writing and in accordance with the Notice provisions in Section XV herein.

## **26. DISPUTE RESOLUTION**

- 26.1 This Contract shall be governed and construed according to the laws of the State of Florida, Venue for litigation concerning this Contract shall be in Broward County, Florida.
- 26.2 The parties agree to use best efforts to negotiate to resolve all differences. Each party shall provide written notice which can include notice via email to the other party of any dispute, except disputes related to invoices which is addressed in Section IV Compensation, regarding this Contract within five (5) days of that party becoming aware of the dispute. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally.

## **27. PUBLIC ENTITY CRIMES AND DISCRIMINATORY VENDOR**

- 27.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida

Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD's competitive procurement activities.

- 27.2 Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list
- 27.3 Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CSBD hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CSBD to terminate this Contract and recover from Contractor all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD's competitive procurement activities.

## **28. VESTED POWERS**

All powers not explicitly vested in the Contractor by this Contract will remain with CSBD.

## **29. CONTRACTOR LICENSED TO DO BUSINESS**

Contractor warrants that it is licensed to do business in the State of Florida as Florida corporation and has duly filed all appropriate documents with the Secretary of State of Florida and is licensed to do business in the County of Broward Florida in which Contractor offices are to be located.

## **30. INFORMATION RESOURCE ACQUISITION**

Contractor shall obtain prior written approval from the appropriate CSBD approving authority for the purchase of any Information Technology that is made as part of this Contract.

## **31. EXCESS PAYMENT**

Contractor agrees, upon receipt of a written request from CSBD to return to CSBD any fees paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

### **32. FINAL INVOICE**

Contractor shall submit the final invoice for payment to the CSBD no later than sixty (60) days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and the CSBD will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments hereto have been approved by the CSBD.

### **33. PATENTS, COPYRIGHTS, AND ROYALTIES**

33.1 Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSBD who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida.

33.2 In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSBD. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

The parties hereto have caused this Contract to be executed by the undersigned officials as duly authorized.

**EXECUTION PAGE**

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: THE GREATER HOLLYWOOD CHAMBER OF COMMERCE, INC. signing by and through its CEO/Executive Director (*Title of Signatory*), on the 6 day of February, 2024, and CareerSource Broward signing by and through its President/CEO.

AS TO THE GREATER HOLLYWOOD CHAMBER OF COMMERCE, INC.:

WITNESSED BY:

\_\_\_\_\_  
Catarina Duplidy L.S.

By: Marie Suarez  
(Signature)  
Printed Name: Marie Suarez  
Title: CEO  
Date: 02/06/2024

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

Michelle Williams L.S.  
Moya Brathwaite L.S.

By: Carol Hylton  
(Signature)  
Printed Name: Carol Hylton  
Title: President/CEO  
Date: 02/08/2024

Approved as to form by the CareerSource Broward  
General Counsel  
2890 West Cypress Creek Road  
Fort Lauderdale, FL 33309

BY: \_\_\_\_\_  
Rochelle J. Daniels  
General Counsel



## **ASSURANCES AND CERTIFICATIONS**

By executing the foregoing contract, to the extent applicable to Contractor based on the services provided, the amount of the funding to Contractor and its number of employees, contractor also assures compliance, as applicable, with the following federal requirements:

**a. Buy American Notice**

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

**b. Health Benefits Coverage for Contraceptives**

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

**c. Privacy Act**

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

**d. Prohibition on Contracting with Corporations with Felony Criminal Convictions**

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18, 2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, 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 non-Federal entities receiving Federal funds 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. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a

pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

#### I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

#### m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

#### o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result, in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for-profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices!).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged

to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect;  
or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term:  
or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

- A. Associated with performance under this award; or
  - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
  - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
    - i. Associated with performance under this award; or
    - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
- 1. "Employee" means either:
    - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b),

and a for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. 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.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended 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).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor certifies 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. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (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.

jj. Equal Employment Opportunity

Contractor 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 on 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 ee-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 amended, 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 U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B 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: and
  - 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee 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. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (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).

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant 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 proposal been convicted of 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 for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (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 or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

02/06/2024

Date

Marie Suarez

CEO/Executive Director

Print Name and Title of Authorized Representative

## Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
  - (b) Enter the full names of the individual(s) performing services, and include full address

if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type:            Contract            Grant            Cooperative Agreement            Loan  
Loan Guarantee            Loan Insurance            Bid/Offer/Application            Initial Award            Post award  
Initial Filing            Material Change: Year \_\_\_\_\_ Qtr \_\_\_\_\_ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub awards<sup>1</sup>1. Type of Federal Action: \_\_\_\_\_

2. Status of Federal Action: \_\_\_\_\_ 3. Report Type: \_\_\_\_\_

- |                          |                          |                           |
|--------------------------|--------------------------|---------------------------|
| a. contract              | a. bid/offer/application | a. initial filing         |
| b. grant                 | b. initial award         | b. material change        |
| c. cooperative agreement | c. post-award            | For Material Change Only  |
| d. loan                  |                          | year _____ quarter _____  |
| e. loan guarantee        |                          | date of last report _____ |
| f. loan insurance        |                          |                           |

4. Name and Address of Reporting Entity: \_\_\_\_\_ Prime\_\_\_\_\_ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier \_\_\_\_\_ if known: Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)


11. Amount of Payment (check all that apply): 13.Types of Payment (check all that apply):  
 \_\_\_\_\_ actual \_\_\_\_\_ planned \_\_\_\_\_  
 \_\_\_\_\_  
 12. Form of Payment (check all that apply):  
 a. cash  
 b. In-kind, specify: nature \_\_\_\_\_ value \_\_\_\_\_  
 a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify: \_\_\_\_\_

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.  
 (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<sup>2</sup>**

Signature   
Print Name Marie Suarez  
Title CEO/executive Director  
Telephone Number 954 923-4000 Date 02/06/2024

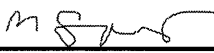
**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS**

The undersigned certifies, to the best of his or her 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 the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 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 the 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.
- (3) The undersigned shall require that the 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 sub recipients shall certify and disclose accordingly.

This certification is a material representative 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 Section 1352, Title 31, U.S. Code. 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.

The Greater Hollywood Chamber of Commerce, Inc.

Grantee/Contractor/Organization	Program/Title
Marie Suarez	
	02/06/2024
Name of Certifying Official Print Name and Sign	Date

\*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employees assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
  - 1. 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.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.



3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

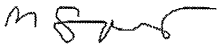
G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

### CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



02/06/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

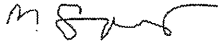
Marie Suarez

\_\_\_\_\_  
Print Name

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.



02/06/2024

Signature and Date

Marie Suarez

Printed Name

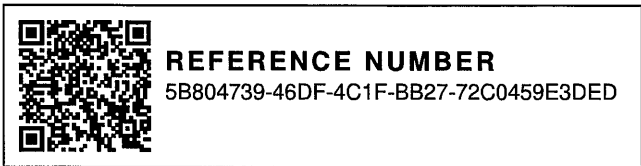
CEO/Executive Director

Title

The Greater Hollywood Chamber of Commerce, Inc.

Organization

**SIGNATURE CERTIFICATE**



**TRANSACTION DETAILS**

**Reference Number**  
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**Transaction Type**  
Signature Request

**Sent At**  
02/05/2024 17:03 EST

**Executed At**  
02/06/2024 16:44 EST

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
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**Signer Sequencing**  
Enabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
2 5 2024-GHCOC 2024 Business Intermediary Contract No 2024-Vendor 12007

**Filename**  
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**Pages**  
42 pages

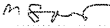
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application/pdf

**File Size**  
239 KB

**Original Checksum**  
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**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Cat Suplicy</p> <p><b>Email</b> cat@ravenops.co</p> <p><b>Signer Sequence</b> 2</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 79a606c5080771c7a860615741cb2ca730da7ab8ad19aee67a65a1202cc54b55</p> <p><b>IP Address</b> 73.46.163.187</p> <p><b>Device</b> Chrome via Mac</p> <p><b>Typed Signature</b> <i>Catarina Suplicy</i></p> <p><b>Signature Reference ID</b> A0DFD434</p>	<p><b>Viewed At</b> 02/06/2024 16:44 EST</p> <p><b>Identity Authenticated At</b> 02/06/2024 16:44 EST</p> <p><b>Signed At</b> 02/06/2024 16:44 EST</p>
<p><b>Name</b> Marty Shuham</p> <p><b>Email</b> marty@shuham.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 1fc707997f335ee0714bce987ab0834b3117b795b35f1e6c0114d18590f3522c</p> <p><b>IP Address</b> 73.205.34.81</p> <p><b>Device</b> Microsoft Edge via Windows</p> <p><b>Drawn Signature</b> </p> <p><b>Signature Reference ID</b> B6C2142D</p> <p><b>Signature Biometric Count</b> 2</p>	<p><b>Viewed At</b> 02/06/2024 16:34 EST</p> <p><b>Identity Authenticated At</b> 02/06/2024 16:35 EST</p> <p><b>Signed At</b> 02/06/2024 16:35 EST</p>

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Marie Suarez	<b>Status</b> signed	<b>Viewed At</b> 02/06/2024 16:27 EST
<b>Email</b> marie@hollywoodchamber.org	<b>Multi-factor Digital Fingerprint Checksum</b> 3161cd8ae7f9eff4f6f7f0be13ed20fd68f1899be6c13da34e3a828149c3888d5	<b>Identity Authenticated At</b> 02/06/2024 16:33 EST
<b>Signer Sequence</b> 0	<b>IP Address</b> 50.73.138.237	<b>Signed At</b> 02/06/2024 16:33 EST
<b>Components</b> 24	<b>Device</b> Chrome via Windows	
	<b>Drawn Signature</b> 	
	<b>Signature Reference ID</b> D3F06944	
	<b>Signature Biometric Count</b> 3	

## AUDITS

TIMESTAMP	AUDIT
02/05/2024 17:03 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '2_5_2024-GHCOC_2024_Business_Intermediary_Contract_No_2024-Vendor_12007.pdf' on Chrome via Windows from 67.23.70.69.
02/05/2024 17:03 EST	Marie Suarez (marie@hollywoodchamber.org) was emailed a link to sign.
02/06/2024 16:20 EST	Marie Suarez (marie@hollywoodchamber.org) was emailed a reminder.
02/06/2024 16:27 EST	Marie Suarez (marie@hollywoodchamber.org) viewed the document on Chrome via Windows from 50.73.138.237.
02/06/2024 16:33 EST	Marie Suarez (marie@hollywoodchamber.org) authenticated via email on Chrome via Windows from 50.73.138.237.
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**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

B38D1242-AEFE-450A-9A09-3A182A7FA946

**TRANSACTION DETAILS**

**Reference Number**  
B38D1242-AEFE-450A-9A09-3A182A7FA946

**Transaction Type**  
Signature Request

**Sent At**  
02/07/2024 09:43 EST

**Executed At**  
02/08/2024 08:47 EST

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
a6a9851f3c10af848445238def06a4fa44cff299808538a69ea1bf652956b7e4

**Signer Sequencing**  
Enabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
PE-2 5 2024-GHCOC 2024 Bus Intermed Contract No 2024-Vendor 12007-signed-certificate

**Filename**  
PE-2\_5\_2024-GHCOC\_2024\_Bus\_Intermed\_Contract\_No\_2024-Vendor\_12007-signed-certificate.pdf

**Pages**  
44 pages

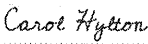
**Content Type**  
application/pdf

**File Size**  
383 KB

**Original Checksum**  
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**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Moya Brathwaite</p> <p><b>Email</b> mbrathwaite@careersourcebroward.com</p> <p><b>Signer Sequence</b> 2</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> b11855f7b2b8b37c3de168e781d3e15637c0ebda6c8f347667426b225ab80333</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Moya Brathwaite</i></p> <p><b>Signature Reference ID</b> CD155A09</p>	<p><b>Viewed At</b> 02/08/2024 08:46 EST</p> <p><b>Identity Authenticated At</b> 02/08/2024 08:47 EST</p> <p><b>Signed At</b> 02/08/2024 08:47 EST</p>
<p><b>Name</b> Michell Williams</p> <p><b>Email</b> mwilliams@careersourcebroward.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 3ad59107902d3bd43b8ce31790a76695311cf940f61a81a10fb0e8d0bd71804f</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Michell Williams</i></p> <p><b>Signature Reference ID</b> EA9E3F9B</p>	<p><b>Viewed At</b> 02/08/2024 08:44 EST</p> <p><b>Identity Authenticated At</b> 02/08/2024 08:46 EST</p> <p><b>Signed At</b> 02/08/2024 08:46 EST</p>

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Carol Hylton	<b>Status</b> signed	<b>Viewed At</b> 02/08/2024 06:19 EST
<b>Email</b> chylton@careersourcebroward.com	<b>Multi-factor Digital Fingerprint Checksum</b> be32f27272ff1f53b4e890b25d7cab5f7d2e7dd5bda15dce54f7edcf1ca7d9f	<b>Identity Authenticated At</b> 02/08/2024 06:19 EST
<b>Signer Sequence</b> 0	<b>IP Address</b> 99.33.26.222	<b>Signed At</b> 02/08/2024 06:19 EST
<b>Components</b> 2	<b>Device</b> Mobile Safari via iOS	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 0C3CFD3E	

## AUDITS

TIMESTAMP	AUDIT
02/07/2024 09:43 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'PE-2_5_2024-GHCOC_2024_Bus_Intermed_Contract_No_2024-Vendor_12007-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.
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