SEMINOLE COUNTY/ CAREERSOURCE CENTRAL FLORIDA
ECONOMIC INCENTIVE PARTNERSHIP AGREEMENT

THIS ECONOMIC INCENTIVE PARTNERSHIP AGREEMENT, hereinafter "Agreement" is entered into this _____ day of _____, 20____, by and between the first party, **SEMINOLE COUNTY,** hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the second party, **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.,** a Florida Not for Profit Corporation, **d/b/a CAREERSOURCE CENTRAL FLORIDA,** hereinafter "PARTNER", whose address is 390 N. Orange Ave, Ste 700. Orlando, FL 32801, being collectively referred to as the "Parties".

W I TN ES S ET H:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

WHEREAS, Seminole County recognizes the importance and impact on the local economy of introducing young adults into diverse career options and building a strong talent pipeline for local businesses and governmental bodies with skilled young individuals; and

WHEREAS, PARTNER is in the business of providing workforce solutions both for the job seekers and employers, providing the necessary skill training, curating local talent for high demand industries, meeting local business needs and cultivating growth and prosperity for the Central Florida community; and

WHEREAS, Seminole County recognizes the vital role PARTNER plays in fostering economic growth and development within its borders by connecting employers with job seekers and preparing the job seekers for gainful employment; and

WHEREAS, PARTNER and COUNTY desire to enter into this Agreement for the purpose of encouraging job growth and economic development in Seminole County; and

WHEREAS, COUNTY has determined that entering into this Agreement with PARTNER will enhance the economic development of Seminole County and preserve the economic well- being, health and welfare of its citizens.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose and Services to be Provided. The purpose of this Agreement is for PARTNER to provide the following services to COUNTY:

(a) Young Adult Public Sector Academy. PARTNER will provide a four (4)-week Young Adult Public Sector Academy (PSA) with the objective of introducing up to 30 young adults to various roles within the public sector, emphasizing the importance of transparency, ethics, and leadership. Classes will be held four days per week.

(1) Young Adult Public Sector Academy activities to be provided by PARTNER shall include:

(A) Public sector role exploration through workshops and guest speakers.

(B) Activities focused on building essential soft skills for effective leadership and workforce readiness.

(C) A minimum of one on-site visit per week to Seminole County government offices and facilities for exposure to multiple departments.

(D) Weekly engagement with Seminole County leaders to provide mentorship and insights into public sector opportunities.

(E) Stipends: Participants will earn stipends processed by PARTNER to support engagement during the program.

(2) The Young Adult Public Sector Academy provided by PARTNER shall seek to achieve the following goals:

(A) Increased readiness for employment in local technical and public sector roles.

(B) Discover career clarity and confidence.

(C) Develop professional skills in teamwork, communication, and problem-solving.

(D) Expand networks with mentors and government employers.

(E) Graduate with a career plan and portfolio.

(b) Access to Career Pathways Academy (ACP) for Adults. PARTNER will also provide a career exploration academy for adults via three (3) cohorts of a minimum of fifteen (15) participants each, targeting hard to reach populations including veterans, justice involved, elder or encore workers,

unhoused people, and disabled members of the community. One of the three ACP cohorts will specifically target neurodivergent residents of Seminole County, (a minimum of 10 such participants must be neurodivergent residents of Seminole County) which will leverage our partnership with the University of Central Florida's Center for Autism and Related Disabilities (CARD). Each ACP aims to provide participants with a comprehensive understanding of in-demand occupations, both with and without certification requirements, and to promote pathways, including employment, into high growth industry roles. The number of weeks and days per week will be customized for each cohort to help meet their needs and set them up for success.

(1) The Access to Career Pathways Academy for Adults program to be provided by PARTNER shall include:

(A) Industry Exploration. PARTNER shall engage participants in exploring high-demand industries and sectors which offer diverse roles and career pathways suited to varying skill levels and interests, such as logistics and transportation, healthcare, advanced manufacturing, information technology, and infrastructure.

(B) Guidance on certification requirements and pathways for technical roles.

(C) Connecting participants to online learning opportunities, including but not limited to Verizon Skill Forward, IBM Training, Allison, and Florida Ready to Work.

(D) Introducing participants to employers committed to second-chance hiring and career growth, and providing access to opportunities across industries that

support skill-building, certifications, and sustainable career advancement as needed.

(E) Workshops and seminars on job readiness, resume development, and interview skills.

(F) Hands-on learning experiences with industry experts and employers.

(G) Virtual reality career exploration modules.

(H) Online learning sessions to enhance technical skills.

(I) Virtual job fairs and networking events to connect participants with employers.

(J) A formal Signing Day event, upon completion of the academy, to celebrate participants as they receive sponsored training scholarships, work-based learning opportunities, or direct employment connections. Modeled after an athletic signing day, this event shall highlight participants' dedication to skill development and career advancement, marking the launch of their journey into specialized training or career pathways.

(K) Collaboration with Seminole State College, to provide access to adult education and career skills training programs.

(L) Utilizing PARTNER's connections with industry partners to arrange mentorships and site visits.

(2) The Access to Career Pathways Academy for Adults provided by PARTNER shall seek to achieve the following goals:

(A) Increased readiness for employment in local technical and public

sector roles.

(B) Completion of online courses and certifications aligned with employer needs.

(C) Improved job placement rates, particularly in areas where unemployment rates are significantly higher than the county average.

(c) For both the Young Adult Public Sector Academy and the Access to Career Pathways Academy for Adults programs, PARTNER shall prioritize targeted outreach and recruitment efforts in Sanford, focusing on areas with unemployment rates two to three times that of the county and where 10-18% of residents over age 25 lack a high school diploma. Outreach shall include social media efforts and partnerships with local libraries, churches, and community centers to connect with underserved populations and raise awareness about training and career opportunities.

(d) Two Reports. Provide COUNTY with one midpoint report and one final report which shall include, but not be limited to, the following Key Performance Indicators ("KPI's"):

(1) Participant Engagement: PARTNER shall track and share enrollment and completion rates for both programs.

(2) Job and/or Education Placement: PARTNER shall provide the number of participants securing employment or entering further training within six months of program completion.

(3) Skill Development: PARTNER shall provide the number of participants who receive career services including soft skills, interviewing, resume building services, complete online courses, or gain industry-recognized certifications.

(4) Outreach and Recruitment: PARTNER shall provide the number of individuals who complete a registration form for program information.

(e) Monthly web conferences. Attend monthly web conferences as requested by COUNTY's Economic Development Office to discuss KPIs status and share information about the services being provided.

(f) Annual verbal reports. PARTNER shall provide COUNTY Board of County Commissioners with an annual verbal report as coordinated by COUNTY's Economic Development Office.

Section 3. Budget and Allowable Costs. PARTNER agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, on the basis of audit examination, in accordance with Section 12, not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services, as defined in Section 2 of this Agreement. Further, "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. PARTNER has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in this budget. The allowable costs in the below FY26 Budget Categories of "Indirect" and "Staffing" are hereby set and shall not fluctuate from the below-provided amounts. The allowable costs under each remaining budget line item ("Stipends", "Training", "Outreach", and "Program Supplies") can fluctuate depending on the actual costs. However, in no instance will COUNTY be responsible to PARTNER for an amount in excess of the total payment amount set forth in Section 4 of this Agreement.

FY26 Budget Categories	Amount	Notes on Types of Expenses for the Category
Indirect	$19,500	13% indirect cost ratio; covers administrative costs related to finance, HR, facilities, audits, legal and general overhead associated with administrative staff.
Staffing	$30,000	.25 FTE (facilitate and coordinate academy activities)
Stipends	$36,000	Up to 30 Engage Students Stipends of up to $1,200 per student maximum
Training	$60,000	Training for Adult Access to Career Pathways participants
Outreach	$3,000	Social and collateral materials; co-branded
Program Supplies	$1,500	Printing, handouts, snacks, graduation supplies
TOTAL	**$150,000**	

Section 4. Billing and Payment. COUNTY hereby agrees to pay PARTNER the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for all services to be provided hereunder by PARTNER during the term of this Agreement. Said sum shall be paid in three (3) installments as follows:

(a) Upon execution of this Agreement, FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00);

(b) On or before May 1, 2026, FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00); and

(c) On or before September 1, 2026, FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00).

Section 5. Term. This Agreement shall be effective from January 1, 2026, and shall remain in effect until September 30, 2026, with the total compensation to PARTNER to be limited to ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00).

Section 6. Reports. As per Section 2 of this Agreement, PARTNER shall provide COUNTY with two (2) reports regarding the KPIs.

Section 7. **Name of Careersource Central Florida.** For the full term of this Agreement and any extensions thereof, PARTNER agrees that its operating name of CareerSource Central Florida shall not be changed for any reason without prior approval by Seminole County. Changing the name during the time of this Agreement shall constitute a breach of this Agreement such that PARTNER shall be required to repay to COUNTY the full amount tendered to PARTNER by COUNTY during the year in which the breach occurs.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records Law.

(a) PARTNER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. PARTNER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, PARTNER will provide

COUNTY with all requested public records in PARTNER 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) PARTNER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PARTNER will transfer, at no cost to COUNTY, all public records in possession of PARTNER, or keep and maintain public records required by COUNTY under this Agreement. If PARTNER transfers all public records to COUNTY upon completion of this Agreement, PARTNER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTNER keeps and maintains the public records upon completion of this Agreement, PARTNER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the PARTNER which are pertinent

to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to PARTNER 's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "PARTNER" includes employees to be paid from Funds provided under this Agreement.

(d) IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

(a) PARTNER shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non- exempt public records shall be and remain available at PARTNER 's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) PARTNER agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of PARTNER's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. PARTNER will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Guilherme "Gui" Cunha
Director
Office of Economic Development and
Tourism Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

For PARTNER:

Tadar Muhammad, Chief Operating Officer/First Vice President
CareerSource Central Florida
390 N Orange Ave, Ste 700
Orlando, FL 32801

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) PARTNER shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by PARTNER to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by PARTNER, and PARTNER assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 15. Insurance.

(a) PARTNER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PARTNER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. PARTNER must adhere to and be advised of the following:

(1) PARTNER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNER will relieve PARTNER of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNER shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNER or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the

insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services
Building 1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNER shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNER shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PARTNER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PARTNER as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PARTNER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNER .

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PARTNER shall immediately notify COUNTY as soon as PARTNER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PARTNER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNER, PARTNER, at PARTNER 's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PARTNER's insurance must cover PARTNER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(D) If PARTNER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including PARTNER, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNER 's insurance must cover PARTNER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNER 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(3) Business Auto Liability.

(A) PARTNER's insurance must cover PARTNER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNER does not own automobiles, PARTNER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(4) Professional Liability.

(A) PARTNER shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNER warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PARTNER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNER shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(5) Crime and Employee Dishonesty Liability.

(A) PARTNER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of PARTNER 's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit B. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(6) Sexual Abuse and Molestation (SAM)

(A) PARTNER's insurance must cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible, including, but not limited to, Contractor and Contractor's employees and volunteers. Policy definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

(B) Coverage can be provided by a separate policy, or as an inclusion to or endorsement to, the commercial general liability or professional liability policies. If provided by a commercial general liability policy, it must be occurrence-based coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(C) In the event that the sexual abuse and molestation liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit B.

Section 16. Conflict of Interest.

(a) PARTNER agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PARTNER hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the

business of PARTNER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PARTNER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 17. Equal Opportunity Employment.

(a) PARTNER shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. PARTNER shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) PARTNER agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

(a) Persons employed or retained by PARTNER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) PARTNER assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to PARTNER personnel or contractors working on behalf of PARTNER obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by PARTNER, PARTNER will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to PARTNER, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. PARTNER covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of PARTNER to solicit or secure this Agreement. PARTNER warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide

employee working for PARTNER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and PARTNER, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) PARTNER shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by PARTNER herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this

Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to PARTNER by COUNTY.

(3) PARTNER shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to PARTNER by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) PARTNER fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) PARTNER fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PARTNER and upon PARTNER 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment; or

(4) Require that PARTNER refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PARTNER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PARTNER.

Section 26. Termination. COUNTY may, by written notice to PARTNER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PARTNER to fulfill the Agreement obligations. Upon receipt of such notice, PARTNER shall:

(a) Immediately discontinue all services affected unless the notice directs otherwise.

(b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by PARTNER in performing this Agreement, whether completed or in process. In no event shall such delivery include PARTNER's background intellectual property, or any intellectual property developed solely by PARTNER during the performance of this project.

(c) If the termination is for the convenience of COUNTY, PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of PARTNER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. PARTNER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of PARTNER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of PARTNER.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that PARTNER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall

be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a "foreign country of concern". COUNTY is required to obtain an affidavit from PARTNER attesting that it is not a "foreign country of concern" as defined by statute. PARTNER has completed the required affidavit and it is attached hereto as Exhibit A.

[*Remainder of page intentionally blank. Signatures follow*.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida Not for Profit Corporation, **d/b/a CAREERSOURCE CENTRAL FLORIDA**

_____
Witness

_____
Print Name

By:_____

Title: Chief Executive Officer

Printed Name: PAMELA NABORS

_____
Witness

_____
Print Name

Date:_____

[Remainder of page left intentionally blank; signatures continued on following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

By:_____
ANDRIA HERR, Chairman

Date:_____

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

JBN
2/11/26
T:\Users\Legal Secretary CSB\Economic Development\2026\FY 26 CSCF (CareerSource)\FY26 CSCF-Seminole Partnership Agreement 2-11-26 .docx

EXHIBIT A
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____day of _____,20_____, by _____.
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT B

CareerSource Central Florida

Economic Incentive Partnership Agreement

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D.	Professional Liability:	$ 1,000,000	Per Claim
		$ 2,000,000	General Aggregate
E.	Employee Dishonesty	$ 30,000	Per Claim
F.	Sexual Abuse and Molestation:	$ 1,000,000	Per Claim

EXHIBIT C

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of __ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ _____
Signature Date

_____
Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

_____
Notary Public Signature
(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary:_____
My commission expires:_____