

**SEMINOLE COUNTY/CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. PARTNERSHIP AGREEMENT**

THIS SEMINOLE COUNTY/CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. PARTNERSHIP AGREEMENT is effective as of the _____ day of _____, 2024, by and between **SEMINOLE COUNTY**, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not for profit corporation, hereafter referred to as "PARTNER", whose address is 390 N Orange Ave, Ste 700. Orlando, FL 32801.


WITNESSETH:

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 that there is a significant impact on the local economy when introducing youth to diverse career options and building a strong talent pipeline for regional businesses with skilled young people; and

WHEREAS, PARTNER, has been a cornerstone of workforce solutions both for the job seekers and employers by curating local talent for high demand industries, meeting local business needs and cultivating growth and prosperity for the Central Florida community; and

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

WHEREAS, PARTNER's commitment to empowering youth to excel in different career paths aligns with the values of Seminole County, promoting inclusivity and creating opportunities for diverse business communities to thrive; 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 development of Seminole County's workforce 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. The purpose of this Agreement is for PARTNER to provide the following services to COUNTY:

- (a) Offer career exposure and skill development to all Seminole County youth ages 14-19 in a five (5) county region including Orange, Seminole, Osceola, Lake and Sumter counties;
- (b) Develop engaging programs and partnerships to introduce youth to diverse career options;
- (c) Provide Year-round youth programming with a minimum of 5-7 events/activities over the term of this Agreement. Activities and programming provided will include:
- Career, resource and educational fairs;
 - General career counseling and placement into internships and employment opportunities (can take place in multiple locations and virtually);
 - Engagement opportunities with businesses and education/non-profit partners in Seminole County such as (but not limited to): Seminole State College, Florida Prosperity Partnership, church-based organizations, and local businesses; and
 - Experience/internship placement for youth in businesses including: dental assisting offices, medical support/records, office admin / clerk and other various businesses.
- (d) Attend career/resource/educational fairs;
- (e) Collaborate with Seminole County businesses, professionals, and educational institutions to provide career exploration, engagement, or experiences;
- (f) Provide Seminole County youth with the technical skills necessary to develop a strong

talent pipeline for regional businesses;

- (g) Provide a Summer Youth Program that includes opportunities for Seminole County youth to explore, engage, and experience various careers and workplaces, career training, internships and other workforce and college related topics;
- (h) Provide COUNTY with quarterly reports which shall include, but not be limited to, the following Key Performance Indicators (“KPIs”): number of events/programs, complete description of event/program including location, length, number of students exploring college and career options through awareness activities, field trips, post-secondary tours, industry tours, and interest/aptitude assessments (“explore”), number of students taking part in service learning, supported work experiences, and skill-based learning in a variety of career clusters (“engage”), number of participants gaining valuable workplace skills, real-world experience, and connections to the industry’s employers through networking, on-the-job training and internships (“experience”), and number of students participating in the 2024 Summer Youth Program;
- (i) Provide COUNTY’s Economic Development Office, with monthly web conferences to discuss KPIs status and share information obtained through the services being provided; and
- (j) Provide COUNTY Board of County Commissioners an annual verbal report as coordinated by COUNTY’s Economic Development Office.

Section 3. Services. COUNTY agrees to purchase and PARTNER agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. COUNTY hereby agrees to pay CAREERSOURCE CENTRAL FLORIDA the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for all services to be provided hereunder by PARTNER during the term of this Agreement. Said sum shall be paid by COUNTY to CAREERSOUCE CENTRAL FLORIDA in two installments as follows:

- (a) upon Execution of this Agreement, in an amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00); and
- (b) on or before October 1, 2024, in an amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

Section 5. Term. This Agreement shall be effective from March 12, 2024 and shall remain in effect until March 12, 2025. With the compensation to PARTNER to be limited to FIFTHY THOUSAND AND NO/100 DOLLARS (\$50,000.00).



Section 6. Reports. As per Section 2 of this Agreement, PARTNER shall provide COUNTY with quarterly and annual reports regarding the KPIs.

Section 7. Name of PARTNER. For the full term of this Agreement and any extensions thereof, PARTNER agrees that its operating name of PARTNER 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, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY COUNTY MANAGER, TRICIA JOHNSON AT: (407) 665-7247, TAJOHNSON@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.

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 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 a budget showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in the submitted budget. However, the allowable costs under each budget line item can fluctuate depending on the actual costs, however, in no instance will COUNTY be responsible for an amount in excess of the total payment amount set forth in Section 4 of 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:


Andrea Wesser-Brawner, Chief Strategy & Innovation Officer
Seminole County Government
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With a copy to:

Guilherme “Gui” Cunha, Administrator
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For PARTNER:

Tadar Muhammad, Chief Operating Officer/First Vice President
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
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”.

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's interest in this project, 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 report, 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.

(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”.

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

ATTEST:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

By: _____



PAMELA NABORS, Chief Executive Officer

Date: _____

*[The Balance of this page is left intentionally blank.
Attestations continued on the following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

For the use and reliance of Seminole County
only.
Approved as to form and legal sufficiency.

Date: _____

County Attorney

NFB
2/8/24
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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”
INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers’ Compensation & Employers’ Liability Insurance:

Workers’ Compensation:	Statutory	
Employers’ Liability:	\$ 300,000	Each Accident
	\$ 200,000	Disease Aggregate
	\$ 200,000	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 <u>(Hired and Non-Owned Autos)</u>
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D. Professional Liability: \$ 1,000,000 Per Claim

E. Employee Dishonesty \$ 30,000 Per Claim

~~ End Exhibit B ~~