

AGREEMENT BETWEEN BROWARD COUNTY AND JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC., FOR PRE-APPRENTICESHIP PROGRAM (RLI # GEN2127456R1)

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Junior Achievement of South Florida, Inc., a Florida not-for-profit corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County issued a solicitation, RLI # GEN2127456R1, to seek an entity to administer a pre-apprenticeship program designed to expose youth, young adults, and their parents to apprenticeship opportunities throughout Broward County.

B. Contractor has an existing pre-apprenticeship program in Broward County, the Junior Achievement of South Florida Pre-Apprenticeship Program ("Program"), which aims to train participants to enter and succeed in the marine, yacht service, and construction industries by providing hands-on, work-based learning taught by industry professionals.

C. County desires to provide funding to Contractor to increase its targeted outreach efforts to educate the public about the Program and other pre-apprenticeship and apprenticeship opportunities in Broward County, and to increase enrollment in and graduation from the Program.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Office of Economic and Small Business Development ("OESBD"), the Assistant Director of OESBD, or such other person designated by the Director of OESBD in writing.

1.5. **Targeted Outreach** means new promotion and outreach activities geared towards the Target Population as specified in Exhibit A.

1.6. **Target Population** means persons 16 to 24 years old (pre-apprenticeship age), youth younger than pre-apprenticeship age (particularly 13 to 15 years old), and parents of persons 13 to 24 years old.

1.7. **Prosperity Broward Zip Codes** means the following six economically challenged zip codes within Broward County identified as part of the Prosperity Broward Initiative: 33311, 33309, 33313, 33319, 33069, and 33023.

1.8. **Purchasing Director** means County's Director of Purchasing.

1.9. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

1.10. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A Scope of Services

Exhibit B Payment Schedule and Reimbursable Expenditures

Exhibit C Reimbursement Request Form

Exhibit D Minimum Insurance Requirements

ARTICLE 3. SCOPE OF SERVICES

Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for three (3) years ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a

gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate (“Additional Extension”) on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Services	\$300,000 annually (\$1,500,000 total)
TOTAL NOT TO EXCEED	\$1,500,000

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Contractor shall submit invoices for reimbursement of Eligible Expenditures, as defined in Exhibit B, or payment of a deliverable that has been approved in writing by the Contract Administrator. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Eligible Expenditures have been paid by Contractor or the applicable deliverable has been approved by the Contract Administrator. Invoices are due within thirty (30) days after the Contract Administrator’s approval of the applicable deliverable or Contractor’s payment of the applicable Eligible Expenditure, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Contractor’s delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator’s sole

discretion, result in a waiver of any right to payment for the invoiced deliverable or reimbursement of the Eligible Expenditure(s). Invoices shall include a completed Exhibit C, Reimbursement Request Form, and supporting documentation in a format acceptable to the Contract Administrator and consistent with the requirements of Exhibit B, including but not limited to receipts, proof of payment, a summary identifying the Program activity supported by the expenditure, or other documentation requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Eligible Expenditure or deliverable.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Payer of Last Resort. Contractor represents to County that no other reimbursement or payment is available or will be received by Contractor for any Services, including Eligible Expenditures, invoiced to County, and County has relied upon that representation. Contractor must ensure that funding under this Agreement does not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically prohibits County payment for Services (i) covered by other third-party funding sources ("Third-party Funding Source"); (ii) reimbursed by entities other than County; or (iii) for which compensation of any kind is received from an entity other than County, including in-kind contributions (collectively, "Third-party Payments"). Contractor will bill and pursue collection of all available Third-party Payments for Services rendered under this Agreement prior to billing County for any such Services.

5.4.1. If Contractor receives a Third-party Payment for a Service that is invoiced and paid by County, then Contractor must deduct the amount paid by County for the applicable Service ("County Payment") on its next invoice immediately after its receipt of the Third-party Payment. If there are no invoices from which to deduct the Third-party Payment, Contractor must reimburse County the amount of the County payment within thirty (30) days after Contractor's receipt of such payment from the Third-party Payment.

5.4.2. Contractor must keep accurate and complete records of Third-party Payments for any Services covered by the Agreement, and Contractor must make all of these records available to County upon demand.

5.4.3. Contractor must report and deduct the full amount of Third-party Payments from Contractor's invoices within thirty (30) days after Contractor's receipt of the Third-party Payments.

5.5. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.6. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a "scrutinized company or other entity" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to

contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Background Screening. When applicable, Contractor will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Contractor must maintain these screening requirements and records of same for volunteers and employees based on the population served.

6.13. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.14. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.15. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses

within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development (“OESBD”) for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor’s status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor’s CBE or SBE participants by the Director of OESBD if any such participant’s status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor’s failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A680, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act

as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Economic and Small Business Development
Attn: Sandy-Michael McDonald
115 South Andrews Avenue, Room A-680
Fort Lauderdale, Florida 33301
Email: oesbdadmin@broward.org

FOR CONTRACTOR:

Junior Achievement of South Florida
Attn: Laurie Sallarulo
1130 Coconut Creek Blvd.
Coconut Creek, Florida 33066
Email: laurie@jasouthflorida.org *with a copy to* adrinia.woods@jasouthflorida.org

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of

County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. Payable Interest.

11.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

- 11.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 11.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 11.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
- 11.24. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 11.25. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.
- 11.26. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.
- 11.27. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.
- 11.28. Certification Relating to No Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081, et seq. ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health care, daycare, early childhood services, education, or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2025; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

SANDY
By: STEED
Sandy Steed (Date)
Assistant County Attorney

Digitally signed by SANDY
STEED
Date: 2025.09.24 09:07:23
-04'00'

By: _____
René D. Harrod (Date)
Chief Deputy County Attorney

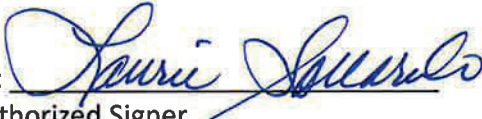
Rene D. Harrod
cn=Rene D. Harrod, ou=Broward County
Attorney's Office, email=rharrod@broward.org,
c=US
Approved as to form
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**AGREEMENT BETWEEN BROWARD COUNTY AND JUNIOR ACHIEVEMENT OF SOUTH FLORIDA,
INC., FOR PRE-APPRENTICESHIP PROGRAM (RLI # GEN2127456R1)**

CONTRACTOR

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

By: 
Authorized Signer

LAURIE SALAZARULO
Print Name and Title

23 day of September, 2025

Exhibit A Scope of Services

Contractor shall provide the following Services:

1. Services Summary

Contractor shall expand the daily operations of their existing pre-apprenticeship program, JA Pre-Apprenticeship Program {"Program"}, which expansion shall include increasing the number of participants in and graduates from the Program and providing new, targeted promotional and outreach activities designed to inform and expose Broward County residents, specifically the Target Population and individuals from the Prosperity Broward Zip Codes, to careers that are available through apprenticeships and trade programs (program expansion and targeted outreach efforts are collectively referred to as "Targeted Expansion"). The information and exposure provided through the Targeted Expansion shall be presented with the intent to: (i) create interest in furthering a participant's path into apprenticeship; (ii) address the gaps in access to learning more about apprenticeships and trade programs prior to a participant's eligibility to participate in an apprenticeship; (iii) increase enrollment of participants from Prosperity Broward Zip Codes; {iv} increase participation in all pathways to careers in trades county wide. In addition to expanding the daily operations of their existing Program, Contractor shall develop and execute an outreach campaign to address the gaps in access to learning more about apprenticeships and trade programs, and do so early on, prior to a participant's eligibility to participate in an apprenticeship, with the goal of increasing participation in the Program and increasing participation in all pathways to careers in trades.

2. Program Administration

A. The Program curriculum shall provide at least one hundred fifty {150} hours of exposure per participant to complete the Program. Contractor shall submit the proposed list of events and activities that will make up the one hundred fifty {150} hours to the Contract Administrator as part of the Annual Plan. The Program must offer at least three {3} specific, distinct trades to which participants can choose to gain exposure. The Program currently offers three career tracks: Marine Service Technician, Yacht Services, and Construction.

B. The Program curriculum and activities must:

- i. Expose participants to high-earning career tracks with site visits, on-the-job training, job shadowing opportunities, and other initiatives that provide participants with introductions to industry experts;
- ii. Prepare participants and build the hard and soft skills needed for a registered apprenticeship program;
- iii. Expose participants to opportunities in designated apprenticeship programs through activities, events, projects, and meet-and-greets; and

- iv. Be an introduction to all things apprenticeship that could eventually lead a participant to register in and successfully complete an apprenticeship program leading to a career in above-identified trades.

C. Contractor shall increase the number of enrolled and active participants in the Program {"Total Enrollment"} and the Program graduation rate {"Graduation Rate"} annually for the duration of the Term. Contractor shall meet or exceed the minimum Total Enrollment and Graduation Rate requirements during each County fiscal year (October 1 through September 30) as identified below (collectively, "Minimum Enrollment and Graduation Rate Requirement"). The Minimum Enrollment and Graduation Rate Requirement reflects the minimum required increase in Total Enrollment and the Program Graduation Rate.

Fiscal Year	Minimum Total Enrollment	Minimum Program Graduation Rate
2026	320	55%
2027	352	60%
2028	404	65%

D. Contractor shall implement a system to track participants' progress throughout the Program, including skills acquired, certifications earned, and feedback from participants. Contractor shall include such progress and feedback in the Quarterly Reports and Year-End Reports.

E. Contractor shall conduct outreach to current and future graduates of the Program to assess post-Program outcomes. These outcomes may include, but are not limited to: enrollment in an apprenticeship program; completion of an apprenticeship program; employment in a trade related to the apprenticeship program; or enrollment in a college or trade-based educational program. Outreach shall be conducted at a minimum of two intervals: six months and twelve months after each graduate's completion of the Program, and shall continue at those intervals for the duration of the Term. For each outreach cycle, the Contractor shall report the following in the applicable Quarterly Report and Year-End Report:

- i. The total number of graduates contacted;
- ii. The number and percentage of graduates who responded;
- iii. A summary of the outcomes reported by responding graduates; and
- iv. A list or count of graduates who did not respond, noting the absence of a response and total number of times the graduate was contacted. Contractor shall make at least three {3} documented attempts to contact graduates via available contact information.

F. Contractor shall provide Program services to participants at no cost to the participants, including adequate materials required to successfully complete the Program.

3. Targeted Outreach

In addition to increasing Total Enrollment and the Graduation Rate, Contractor shall conduct additional, new promotion and outreach to the Target Population, with an emphasis on the Target Population within Prosperity Broward Zip Codes, and disseminate information related to pre-apprenticeship and apprenticeship programs at no cost to the public. Program outreach shall inform the Target Population about the options and advantages of career paths that are available through apprenticeships and the benefits of high-paying careers in trades, including how many apprentices go on to careers as entrepreneurs. The information that is shared with the Target Population must also compare the benefits and costs of an apprenticeship program versus college and/or university enrollment. Targeted outreach efforts and activities conducted pursuant to and in accordance with this Agreement are referred to as “Targeted Outreach.”

A. Contractor’s Targeted Outreach must include targeted activities within the Prosperity Broward Zip Codes. Contractor’s Annual Plan shall include both the number and type of Targeted Outreach events in those zip codes that the Contract Administrator, in their sole discretion, deems sufficient. The Contract Administrator may withhold approval of the Annual Plan and request revisions if either the number or type of proposed Targeted Outreach is determined to be insufficient.

B. Targeted Outreach shall be in addition to the outreach currently conducted by Contractor related to the Program. As part of its Annual Plan, Contractor shall propose Targeted Outreach that meets the following criteria:

- i. *Geographic Focus*: Must be conducted within Broward County, with a focus on Prosperity Broward Zip Codes and other economically challenged areas.
- ii. *Audience Alignment*: Must be designed to engage the Target Audience and individuals with barriers to employment.
- iii. *Program Relevance*: Must specifically promote pre-apprenticeship and registered apprenticeship opportunities available in Broward County, including eligibility requirements, benefits, and pathways to employment.
- iv. *Format and Accessibility*: Must be designed in accessible formats (e.g., in-person, virtual, bilingual (English and Spanish or Haitian Creole), ADA-compliant) to ensure broad participation.
- v. *Collaboration*: Where feasible, Targeted Outreach efforts should involve collaboration with community-based organizations, schools, workforce development partners, or employers to increase reach and impact.
- vi. *Minimum Thresholds*: Contractor shall conduct no fewer than eight (8) new Targeted Outreach activities per contract year, with at least four (4) activities held in different

Prosperity Broward Zip Codes. Targeted Outreach must be scheduled throughout the year to ensure consistent outreach efforts and may not be clustered in a single quarter.

To qualify as Targeted Outreach, each activity must include marketing and promotional materials that comply with the County's branding requirements outlined in subsection x of this section.

- vii. *Documentation and Reporting*: All Targeted Outreach must be documented with details including date, location, type of activity, number of attendees, materials distributed, photographs taken during the activity, any follow-up actions, and any other information requested by the Contract Administrator. This information must be included in Contractor's Quarterly and Year-End Reports. Contractor shall ensure that the appropriate releases and consent forms are obtained related to any photographs taken during Targeted Outreach activities.
- viii. *Frequency and Reach*: The number and frequency of Targeted Outreach must demonstrate a sustained effort to increase awareness and participation in pre-apprenticeship and apprenticeship-related opportunities throughout the Term of the Agreement.
- ix. *Outcomes-Oriented*: Must be designed to produce measurable outcomes, such as increased inquiries, applications to the Program, enrollment in the Program or other pre-apprenticeship or apprenticeship programs, or referrals to training and support services.
- x. *County Branding Guidelines*: Contractor shall prominently display the Broward County Office of Economic and Small Business Development (OESBD) logo on all applicable print and digital materials related to the Targeted Outreach. This includes, but is not limited to, Contractor's website, printed collateral such as signage, postcards, event programs or brochures, marketing materials, advertisements, and commercials. In addition to the OESBD logo, Contractor shall include the following attribution statement in all press releases, radio announcements, and live event remarks (if applicable): *"Made possible with support from the Broward County Office of Economic and Small Business Development."*

All Targeted Outreach-related materials must be submitted to County for review and written approval at least thirty (30) days prior to the intended date of publication, distribution, or public use. Materials may not be used without County approval, and County reserves the right to require revisions to ensure compliance with applicable branding, messaging, and attribution requirements. Failure to adhere to the County Branding Guidelines specified herein may result in rejection of the Year-End Report and any associated invoice for the applicable County fiscal year.

4. Communication

Contractor shall meet with the Contract Administrator or designated representative once per quarter to discuss progress on implementation of the Annual Plan, Targeted Outreach completed, and Program development. These meetings will include updates on key activities, challenges faced, campaign efficacy, and plans for the upcoming quarter. Notwithstanding the foregoing, during the first quarter of each fiscal year Contractor shall meet with the Contract Administrator or designated representative once per month to discuss implementation of the Annual Plan.

5. Deliverables

All reports identified in this section shall be submitted to the Contract Administrator in a format acceptable to the Contract Administrator and within the timeframes specified in this section, unless approved otherwise in advance and in writing by the Contract Administrator. Contract Administrator may request modifications or reject any report if it does not include the information requested herein or is not submitted in a format acceptable to the Contract Administrator. Invoices shall only be submitted after Contract Administrator provides written approval or acceptance of the applicable report.

A. Annual Plan. Contractor shall submit an annual plan (“Annual Plan”) in accordance with this section once per County fiscal year, with the exception of the first year of the Term, to the Contract Administrator for review and approval. The first Annual Plan shall be submitted within forty-five (45) days after the Effective Date, and subsequent Annual Plans shall be submitted no later than September 1 of each County fiscal year for the Term of the Agreement. Contract Administrator will provide written approval, request modifications, or reject the Annual Plan within fifteen (15) days after submission. If modifications are requested, Contractor shall submit such modifications to the Contract Administrator within thirty (30) days. Each Annual Plan shall include the following:

- i. Program Expansion Goals
 - Target number of new enrollees for the Program year.
 - Description of expanded capacity {e.g., number of cohorts, class sizes, schedule}.
 - Identification of any new geographic areas or populations anticipated to be served.
- ii. Recruitment and Outreach Strategy
 - Overview of strategies to attract new participants.
 - Description of how Targeted Outreach will target underrepresented populations, including those in the Prosperity Broward Zip Codes.
 - Planned partnerships with community organizations, schools, workforce agencies, or employers to support outreach and recruitment.
- iii. Targeted Outreach Goals
 - Proposed Targeted Outreach that meets (or will meet) the County’s criteria {see Section 3(B)}.

- Timeline and frequency of events throughout the year.
 - Anticipated audience(s) and geographic locations, including locations, types of events, and expected number of total attendees, attendees from the Target Population, and attendees from the Prosperity Broward Zip Codes.
 - Description of how each event will meet the County's branding and attribution requirements {see Section 3(B)(x)}.
 - Marketing and communication strategies, including digital and social media.
 - Any Targeted Outreach marketing material developed for the applicable County fiscal year.
- iv. Enrollment and Retention Plan
- Description of intake and enrollment process.
 - Criteria for Program graduation.
 - Strategies for supporting participant retention and completion {e.g., case management, mentorship, incentives}.
 - Support services provided to participants {e.g., transportation, stipends, childcare referrals}.
- v. Performance Metrics and Outcomes
- Projected outcomes, including Total Enrollment and Program Graduation Rate; placement into apprenticeship or employment; continued education or training.
 - How Contractor intends to meet or exceed the Minimum Enrollment and Graduation Rate Requirement specified in Section 2(C).
 - How participant performance will be tracked and measured.
 - Number of graduates anticipated to be followed up with at both six {6} and twelve {12} month intervals during the applicable County fiscal year.
- vi. Timeline of Major Activities
- Annual County fiscal year-based calendar outlining: Targeted Outreach; Program start and end dates; key milestones and reporting deadlines.
- vii. Staffing Plan
- Key personnel involved in the Targeted Expansion, including Program administration and Targeted Outreach.
 - Roles and responsibilities.
 - Any new hires or staffing changes related to the Targeted Expansion.
- viii. Budget and Use of Funds related to Targeted Expansion
- Summary of how County funds will be used to support Program expansion and Targeted Outreach.
 - Breakdown of costs for Targeted Outreach and Program expansion {instruction, materials, support services}.
 - Staffing.
 - Administrative expenses.

- ix. Compliance Plan
 - Plan for ensuring compliance with: (a) County reporting requirements (Quarterly and Year-End Reports); (b) County Branding Guidelines {see Section 3(B)(x)}; and (c) minimum thresholds for Targeted Outreach {see Section 3(B)(vi)}.
- x. Risk Management and Contingency Planning
 - Identify potential risks to the success of the Targeted Expansion (e.g., enrollment shortfalls, staffing shortages).
 - Provide contingency plans to mitigate those risks.

Notwithstanding County's acceptance of an Annual Plan, County may withhold payment for the applicable Annual Plan if Contractor fails to include specific, measurable Program expansion goals and Targeted Outreach goals that meet or exceed the requirements specified in Sections 2(C) and 3(B)(vi)). Quarterly and Year-End Reports shall provide statistics of actual achievement of performance metrics and outcomes, Program expansion goals, and Targeted Outreach goals identified in the Annual Plan.

B. Quarterly Reports. Contractor shall submit quarterly reports ("Quarterly Report") for the duration of the Term that include the information specified in this section and any additional information requested by the Contract Administrator. Quarterly Reports shall be submitted within thirty {30} days after the end of the applicable quarter of the County fiscal year that the report covers {i.e., the first quarterly report of the applicable County fiscal year shall be submitted by January 30th; the second quarterly report shall be submitted by April 30th; and the third quarterly report shall be submitted by July 30th), unless an extension is granted by the Contract Administrator in writing. The fourth Quarterly Report shall be included as a separate section in the Year-End Report. Each Quarterly Report shall:

- i. Include a written narrative of all Targeted Outreach conducted in the reporting period, along with visually appealing photographs that clearly document the outreach event for all Targeted Outreach conducted that correspond with the narrative. Contractor shall provide at least one {1} photograph for each Targeted Outreach activity conducted.
- ii. Provide a list of all Targeted Outreach conducted during the applicable reporting period and include the following information for each:
 - a. Name, date, and time of event;
 - b. Number of participants;
 - c. Age of participants and the total number of participants for each year of age;
 - d. Type of outreach activity conducted;
 - e. Location of the event {identifying whether it was in a Prosperity Broward Zip Code};
 - f. Method of outreach (digital, print, in-person); and

- g. Narrative describing the Targeted Outreach and the benefit for participants.
- iii. Provide details regarding the impact of the Program on participants, including long-term outcomes such as job placement and career advancement.
- iv. Provide an update on performance metrics and outcomes identified in the Annual Plan for the applicable quarterly period as well as progress towards Program expansion goals and Targeted Outreach goals identified in the Annual Plan.
- v. Provide data on the performance and progress of participants in the Program, as well as any feedback received from participants.
- vi. Demonstrate the impact of the Program on participants, and provide a holistic view of the Program's progress, challenges, and achievements, including long-term outcomes such as job placement and career advancement.
- vii. Detail the outcomes of Targeted Outreach conducted during the reporting period.
- viii. Provide the following data regarding the Program:
 - a. Number and age of all participants enrolled in the Program.
 - b. Number and age of all participants active in the Program.
 - c. Number of graduates from the Program.
 - d. Number of Program graduates that Contractor followed up with at 6 months and 12 months after graduation. For each follow-up, Contractor shall report the following information for each graduate: (i) method of contact used; (ii) whether the graduate is employed in a full-time position; and (iii) whether the graduate is employed full-time in a trade related to the Program track from which they graduated.
 - e. Number of Program graduates that enrolled in an apprenticeship program within the first year after graduation.
 - f. Number of Program graduates that secured employment in an apprenticeship-related trade {full time / part time} within the first year after graduation.
- ix. Include summaries related to participants' advancement through the Program, including but not limited to:
 - a. The results of enrollment assessments, intake assessments, and/or pre and post-tests of Program participants.
 - b. Attendance/work records of Program participants.
 - c. Total number of job shadowing hours of Program participants.
 - d. Total number of training hours received by Program participants.
 - e. Total number of outreach hours that each Program participant received.
 - f. Total number of certifications earned by Program participants for each certification type and each Program track.
 - g. The results of satisfaction surveys, monthly program retention surveys, and quarterly performance reports of participants.

- x. Include a written narrative describing how Contractor:
 - a. Promoted the benefits of an initial introduction to career opportunities through the Program and other apprenticeship programs throughout Broward County;
 - b. Educated and informed the Target Population of the availability of all apprenticeship programs throughout Broward County and the career paths attained through these apprenticeship programs and how Contractor's efforts lead individuals to consider, apply, or enroll in apprenticeships;
 - c. Coordinated with other Broward County apprenticeship programs and the collaborative activities conducted with each program; and
 - d. Progressed towards achievement of goals identified in the Annual Plan.

Quarterly Reports shall identify any performance metric that is not achieved for the applicable quarter and include a detailed explanation regarding the failure to attain the metric, including but not limited to anticipated Targeted Outreach goals and projected Total Enrollment and Graduation Rate outcomes. Contractor's failure to provide a detailed explanation as required herein may result in the Contract Administrator's rejection of the applicable Quarterly Report.

C. Year-End Reports. Contractor shall submit year-end reports ("Year-End Report") within thirty (30) days following the end of the County fiscal year in which the report covers, which will cover the period from July 1 through September 30 (fourth Quarterly Report) as well as provide a summary overview of the entire County fiscal year, inclusive of all of the information required in the Section 5(B). Each Year-End Report shall include the information required in Section 5(B) for the preceding quarter as well as a total for all data points for the applicable County fiscal year. In addition, the report shall include information regarding the attainment of all goals identified in the applicable Annual Plan or a detailed explanation for the failure to attain such goals. Contractor's failure to provide a detailed explanation as required herein may result in the Contract Administrator's rejection of the applicable Year-End Report. Additionally, County may withhold payment for the applicable Year-End Report due to Contractor's failure to attain any goal identified in the Annual Plan.

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Exhibit B
Payment Schedule and Reimbursable Expenses

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any Services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. Contractor shall submit invoices for payment of deliverables that have been approved in writing by the Contract Administrator. Such invoices shall be submitted within thirty (30) days after receipt of Contract Administrator's written approval of the applicable deliverable(s). All invoices shall be submitted in accordance with Article 5.

A. Deliverables

County fiscal year	Deliverable and Invoice Amount		Maximum Payment
	Annual Plan	Year-End Report	
2026	\$50,000	\$50,000	\$100,000
2027	\$50,000	\$50,000	\$100,000
2028	\$50,000	\$50,000	\$100,000
2029 (Extension Term 1)	\$50,000	\$50,000	\$100,000
2030 (Extension Term 2)	\$50,000	\$50,000	\$100,000
TOTAL NOT TO EXCEED	\$250,000	\$250,000	\$500,000

B. Eligible Reimbursable Expenses

County will reimburse Contractor for eligible expenditures actually incurred and paid by Contractor in connection with the Targeted Expansion ("Eligible Expenditures"), subject to the limitations of this Exhibit B. Reimbursement for Eligible Expenditures shall not exceed the amounts specified in the table below.

County fiscal year	Maximum Reimbursement for Eligible Expenditures
2026	\$200,000
2027	\$200,000
2028	\$200,000
2029 (Extension Term 1)	\$200,000
2030 (Extension Term 2)	\$200,000
TOTAL NOT TO EXCEED	\$1,000,000

1. Eligible Expenditures are limited to:

Category	Eligible Expenditures	Maximum Reimbursement per County fiscal year
Supplies for participants*	Supplies, including but not limited to protective equipment, tools, and education supplies provided to Program participants that are necessary for Program activities	\$25,000
Fees for third-party instruction provided to participants and costs of certifications*	Professional services fees paid to third-party entities or persons to provide training/instruction necessary for Program completion; Costs of certifications, testing fees, or credentialing required by the Program	\$60,000
Program Transportation*	Expenses directly related to transportation of Program participants	\$25,000
Targeted Outreach	Costs directly related to Targeted Outreach activities and events, including marketing, advertising, and promotional materials (including print, digital, and social media); event costs such as venue rental, signage, and printed materials; and professional photography fees; Targeted Outreach costs must be pre-approved by the Contract Administrator.	\$90,000
Other eligible Program related costs	Additional costs pre-approved in writing by the Contract Administrator that are directly related to the Targeted Expansion.	

*Reimbursement for Eligible Expenditures shall be limited to one (1) of each type of item (e.g., one certification, one testing fee, one protective eyewear, etc.) per Program participant where Eligible Expenditures include participant-specific costs. Contractor shall provide a list of participants, which shall comply with any applicable data privacy or confidentiality laws, who received each item for which Contractor is seeking reimbursement.

2. The following shall not be eligible for reimbursement:

- Food
- Capital improvements or construction costs
- Purchase of real property or long-term leasehold improvements
- Lobbying, political activities, or fundraising
- Fines, penalties, or late fees

- Stipends or gifts of any kind
 - Staff compensation
 - Any expenditure not directly related to Program expansion or Targeted Outreach
3. Contractor must provide detailed invoices, receipts, proof of payment, and a list of participants associated with the expenditure(s) with each reimbursement request. Each expenditure must be tied to a Program activity, deliverable, or outreach effort identified in the approved Annual Plan. County may disallow or recover payments for expenditures deemed ineligible, insufficiently documented, or not identified as an Eligible Expenditure. Failure to submit complete and accurate reimbursement documentation within the required timeframe may result in denial of reimbursement for the expenditures listed in the applicable invoice.

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Exhibit C
Reimbursement Request Form

JA Pre-apprenticeship Program (RLI # GEN2127456R1)

Junior Achievement of South Florida

JA World Huizenga Center at the Lillian S. Wells Pavilion

1130 Coconut Creek Blvd.

Coconut Creek, Florida 33066

County fiscal year: _____

Eligible Expenditures Reimbursement Request Information					
Description of Eligible Expenditure	Category (per Exhibit B)	Date Expenditure Incurred	Date of Contractor Payment	Amount Paid by Contractor	Reimbursement Amount Requested

Attach additional forms as necessary.

Total Reimbursement Requested: \$ _____

By signing below, the undersigned authorized representative of Contractor hereby certifies and attests that:

1. All expenditures identified in this Reimbursement Request Form are Eligible Expenditures as defined in Exhibit B of the Agreement.
2. All expenditures for which reimbursement is requested have been actually incurred and paid by Contractor.
3. Contractor has not received any other funding, reimbursement, or duplication of benefits for the expenditures identified in this request.
4. All supporting documentation submitted with this request is true, correct, and complete to the best of Contractor's knowledge and belief.
5. Contractor understands that County reserves the right to disallow or recover payments for expenditures determined to be ineligible, insufficiently documented, or duplicative.

Name (Print): _____ **Date:** _____

Title: _____

Signature: _____

Exhibit D Minimum Insurance Requirements

Project: Pre-Apprenticeship Program
Agency: Office of Economic and Small Business Development

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Sexual Abuse and Molestation (SAM) Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☐ CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS AND OMISSION	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2023.10.27
13:51:54 -04'00'

Risk Management Division