### AMENDMENT NO. 2

### **PROGRAM YEAR 2024-2025**

## VENDOR AGREEMENT

# 2023 Vendor-Marketing/Outreach SCAD 0423

### BETWEEN

# CAREERSOURCE NORTH CENTRAL FLORIDA

## AND

## SCAD MEDIA, LL.C.

# THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI	596000501	
FEDERAL AWARD ID #		
TOTAL FEDERAL AWARD	\$6,687,775.00	
FEDERAL AWARDING AGENCY	USDOL, HHS	
ALN#	TANF	93.588
	WIOA ADULT	17.258
	WIOA DW	17.275
	SNAP	10.561
	WP	17.207
	LVER	17.801
	UC	17.225
PASS THROUGH AGENCY	FLORIDA COMMERCE	
CONTRACT OFFICER	PHYLLIS MARTY	
	pmarty@careersoureersoucencfl.com	
	1112 North Main Street,	
	Gainesville FL 32601	
	352-681-3320	

## Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018 Pub. L No. 115-141 132 Stat 348, div. H, Title V Sec. 505 (Mar 23, 2018)

1. The percentage of the total costs of the program or project which will be financed

with Federal funds is 100 percent

2. The dollar amount of Federal Funds for the project or program is \$40,000.00 The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

# AMENDMENT NO. 2 TO CONTRACT # 2023 Vendor-Marketing/Outreach SCAD 0423

THIS AMENDMENT NO. 2 TO CONTRACT NO. # 2023 Vendor-Marketing/Outreach SCAD by and between CAREERSOURCF. NORTH CENTRAL FLORIDA hereinafter "CSNCFL", the Administrative entity for Workforce Development Region 26 governed by the Dual County Workforce Development Council of Alachua and Bradford Counties and the North Central Florida Workforce Development Board, Inc. hereinafter "NCFWDB" having its principal office at 1112 North Main Street, Gainesville, FL 32601 and SCAD MEDIA, LLC, hereinafter referred to as "Vendor", existing under by virtue of the laws of the State of Florida as a for profit Limited Liability Corporation having Its principal office at 747 SW 2nd Ave IMB 32 #381 Gainesville, FL 32601 to begin on October 1 and to terminate on September 30, 2025.

#### RECITALS

WHEREAS, CSNCFL has entered into an agreement with the Governor of the State of Florida for the implementation of workforce development programs and activities in accordance with the Workforce Innovation and Opportunity Act of 2017, PL. 113-128 (WIOA): AND

WHEREAS, in accordance with WIOA, the CSNCFL governing boards selected Vendor to provide outreach and marketing services, and

WHEREAS the CSNCFL governing boards have voted to extend the Contract for an additional 12 month period from October I, 2024 through September 30, 2025;

NOWTHEREFORE, in consideration o; the premises arid the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree es follows:

 Paragraph II Rates Compensation, Section is amended to substitute the underscored language for Section A as follows:

## II. Rates and Compensation

- A. Contractor shall be paid up to Seventy Five Thousand Dollars (\$75,000.00) for the Marketing/Outreach Services to be conducted under this Contract as follows:
  - Payment shall be based on the CSNCFL approved budget for each individual project requested as described in Article I of the original Contract covering Program Year during the contract period and in accordance with the schedule attached as Exhibit 1
  - CSNCFL shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice and related documentation.

SCAD

2024 2025

- B. Contractor shall comply with the timelines established in the Project Timeline agreed to at the start of each project.
- Article VIII Contract Term is amended to substitute the underscored language and to delete:

## VIII, Contract Term

The term of this Contract shall begin on the date of execution through September 30, 2025, and may be renewed for 2 successive one-year periods at the discretion of CSNCFL and its governing boards and the availability of funds. The budget for the renewal periods shall be negotiated annually.

The following underscored language is added to create a new Section S in Paragraph X:

## S. Disclosure of Violations

- a. Vendor shall promptly disclose whenever, in connection with the funds awarded under this Contract it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations.
- b. The disclosure must be made in writing to the CSNCFL CEO, the CareerSource Florida, the applicable Federal agency, depending on the funding stream and the agency's Office of Inspector General.
- The following underscored language is added to create a new Section T in Paragraph X:
  - T. Fair Labor Standards
    - a. Vendor shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters.
    - b. <u>Vendor shall appropriately classify employees consistent with the Fair Labor Standards Act</u>
- 6. All provisions of said Contract, which are not in conflict with this Arnendment, shall continue to be enforced in accordance with the terms and conditions therein.
- 7. This Amendment and all its attachments are made a part of said Contract.

SCAD 2024 2025 The effective date of this Amendment shall be the date on which it has been signed by both parties.

**EXECUTION PAGE** 

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: SCAD MEDIA, signing by and through its President/Owner on the <u>lo</u> day of <u>oc+</u>, 202 <u>y</u> and CareerSource North Central Florida signing by and through its CEO.

AS TO SCAD MEDIA:	
ATTEST: Bethany Gaffey  Bethany Gaffey  Bethany Gaffey  President/Founder  DATE: 10/15/24	BY:  (Signature)  NAME: Alexander Sanz  TITLE: CEC
AS TO CAREERSOURCE NORTH CENTRAL	FLORIDA:
ATTEST Laws	BY:  (Signature)  NAME: Phyllis Marty  TITLE: CEO  DATE:  10/10/2024
Approved as to form	
BY:  Rochelle J. Daniels  Attorney	