



**INCUMBENT WORKER TRAINING CONTRACT
THIS IS COST REIMBURSEMENT VENDOR CONTRACT NO. 2024-IWT-2012**

Parties	
CareerSource Broward (Hereinafter CSBD)	Locality Bank (Hereinafter "Employer")
CSBD is a governmental entity overseen by a Council of Elected Officials and Broward Workforce Development Board, Inc. appointed by the Council.	Tax ID #: 87-3792885
	Business Type: <u>Corporation</u> (Corp, Partnership, Sole Proprietor, etc.)
	Business is licensed to do business in the State of Florida and in Broward County. Employer complies with E-Verify Florida Statutes 448.095
Notice Information	
Must be in writing delivered by hand, Fed Ex, or similar overnight courier to the addresses identified above for each party	
2890 W. Cypress Creek Road Fort Lauderdale, Florida 33309 (954) 202-3830	Employer Name, address, and phone # Locality Bank 1400 S. Andrews Avenue, Fort Lauderdale, FL 33316, 954-799-0900
Contract Term	
From: Enter Last Date Signed by the Parties	To: June 30, 2024 End Date
Signature Block	
CareerSource Broward	Employer
<u>Carol Hylton</u> Carol Hylton, President/CEO	(Must be an Owner or Officer) <u>Keith Costello</u> Keith Costello, President & CEO
DATE: <u>02/21/2024</u>	DATE: <u>02/13/2024</u>
Attest <u>Michell Williams</u> (Michell Williams)	Attest <u>Susan Huffman</u> (Susan Huffman)
Attest <u>Moya Brathwaite</u> (Moya Brathwaite)	Attest <u>Michelle Gioia</u> (Michelle Gioia)
Approved as to form by the CareerSource Broward General Counsel 2890 West Cypress Creek Road, Fort Lauderdale, FL 33309 BY: <u>[Signature]</u> Rochelle J. Daniels General Counsel	

This contract in the amount of \$120,000.00 is 42 % funded with federal Workforce Innovation and Opportunity Act funds and \$166,247.20 or 58% from non-federal funds.
P.L. 116-260, Division H, Title V, Section 505

I. Purpose

The purpose of this Contract is to provide training to employees who have worked for the Employer for a minimum of six (6) months prior to the training start date in order to increase the competitiveness of the employer and the employee trainees and/or to avert employee layoffs.

II. Training

A. A total of nine (9) employees shall receive training.

B. Training shall be provided to employees in the following skill area(s):
(List in a, b, c order with the number of employees to be trained in each skill area)

C. Employer agrees to provide the information regarding the employees to be trained in accordance with Exhibit C.

III. Compensation

A. Employer shall be reimbursed up to One Hundred and Twenty Thousand dollars (\$120,000.00) in accordance with the attached budget, Exhibit A. This represents forty-two percent (42%) of the total cost of training.

B. Employer's workforce consists of thirty-one (31 #) employees. Based upon the number of employees and as a condition of this grant, employer agrees to be responsible for a 58% match which is equal to \$166,247.20. The calculation for the Employer match has been determined based on the worksheet attached as Exhibit B.

C. Employer agrees to invoice CSBD using the CSBD invoice forms.

1. Employer shall submit their invoices for payment within ten (10) days of training completion.
2. In addition to employee-signed time and attendance sheets for the time spent in training, invoices shall be accompanied by the documents listed on the invoice for each type of cost for which reimbursement is requested

D. If this contract is terminated prior to completion of training as described in Article IV paragraph G Employer shall be paid through the date of termination.

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IV. General Requirements

- A. Employer may not assign this contract or subcontract their responsibilities without CSBD's written approval.
- B. Employer is an independent contractor and no agency or employment relationship is created between the parties.
- C. Employee/ trainees may not be a member of Employer's immediate family or Employer's management or supervisory staff's family.
- D. This Contract may be modified by both parties signing a written amendment. CSBD may unilaterally amend this Contract if required by changes in federal, state or local laws, rules, regulations, or policies which apply to this contract.
- E. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- F. Venue for litigation regarding this Contract shall be in Broward County, FL.
- G. Termination
 - 1. Either party may terminate this Contract, for convenience, upon thirty (30) days written notice to the other in accordance with page 1.
 - 2. CSBD may terminate this Contract if the grantor agency terminates or reduces the grants which fund this contract.
 - 3. Either party may terminate this contract in the event of a breach of the Contract terms or conditions. The contract shall be deemed terminated upon receipt of notice in writing from the other party.
- H. Employer warrants that no person was employed to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee.
- I. Employer agrees to keep all records related to the Contract for 5 years and to provide access to the program records to CSBD or its funders through the record retention period. In case of a claim, litigation, audit, or monitoring finding Employer agrees to keep program records until the matter is resolved.
- J. Employer agrees to indemnify, and hold harmless, CSBD, its officers, directors, elected officials, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, and at CSBD's option, defend or pay for an Attorney selected by CSBD, for or on account of suits or damages of any kind caused by a negligent act or omission of Employer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract.
- K. Employer agrees to maintain the insurance coverage listed below:
 - 1. Worker's Compensation coverage as required by Chapter 440, Florida Statutes.
 - 2. Comprehensive General Liability coverage with a minimum limit of one million dollars (\$1,000,000.00) per occurrence and combined single limit for bodily injury liability and property damage liability including premises and/or operations, including independent contractors, products and/or completed operations for contracts including broad form contractual coverage applicable to this contract including a hold harmless and/or indemnification.

3. Personal Injury Coverage with no Employee and Contractual Exclusions and minimum coverage limits equal to those required for Bodily Injury Liability and Property Damage Liability. Minimum limits of \$500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
4. Business Automobile Liability, or Non-Owner Vehicle Insurance if employees/trainees or employee instructors are being transported or are using their car to participate in the program other than driving to and from work.
5. Upon contract execution, Employer agrees to provide CSBD with certified copies of Certificates of Insurance naming CSBD as an additional insured.

V. Applicable Law, Regulations and Guidance

A. Employer agrees to comply with the following laws, regulations and guidance:

1. Anti-discrimination legislation:
 - a. The Civil Rights Act of 1964, as amended 42 U.S.C. § 2000d et seq
 - b. Executive Order 11246 of September 24, 1965 as applicable
 - c. The Age Discrimination Act of 1975, as amended 29 U.S.C. Ch. 14
 - d. The American with Disabilities Act of 1990, as amended 42 U.S.C. 12101
 - e. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 701
 - f. The Pregnancy Discrimination Act of 1978, 42 U.S.C. §§ 2000e et seq.
2. Wage and workplace legislation
 - a. Davis-Bacon Act, as amended 40 U.S.C. 3144 and 29 CFR Part 5
 - b. Copeland "Anti-Kickback" Act 18 U.S.C. 874 and 40 U.S.C. 276c
 - c. The Contract Work Hours and Safety Standards Act 40 U.S.C. § 327–333 and 3701-3708
 - d. The Fair Labor Standards Act and state and local wage and hour laws.
 - e. If applicable, compliance with collective bargaining agreements.
 - f. Not encourage or discourage union activities
 - g. Not use contract funds to fill vacancies due to a strike or lockout
 - h. Not use contract funds to displace employees, impair existing contracts for services, train an employee(s) for vacancies created by a hiring freeze or a layoff, or to infringe on employee promotional opportunities.
 - i. The Workforce Innovation and Opportunity Act, (WIOA) 29 U.S.C 2871, et seq., 20 CFR 660
 - i. Employer agrees not to use contract funds to encourage the relocation of an establishment. If employer has relocated and terminated employees in their original location, employer certifies that the training under this contract will occur at least 120 days after beginning business operations in the Broward workforce area.
 - ii. Employer agrees that employee/trainees will not engage in sectarian activities or in the construction of sectarian facilities with the funds provided under this Contract.

- iii. The training funded under this Contract is in addition to other training provided by Employer to their employees.
 - iv. Employer shall provide a grievance process or agree to use the CSBD grievance process if a program grievance arises.
3. Miscellaneous requirements as applicable:
- a. The Clean Air Act 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act 33 U.S.C. 1251 et seq. as amended and applicable to contracts in excess of \$150,000.
 - b. Energy Policy and Conservation Act 42 U.S.C. 6201.
 - c. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act 42 U.S.C. 6962 and 40 CFR part 247
 - d. Domestic preference for procurement 2 CFR 200.332
 - e. Rights to Inventions 37 CFR § 401 as applicable to Small Business
 - f. The Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352
 - g. The prohibition on certain telecommunication at 2 CFR 200.216.
4. Employer certifies that they are not on the federal debarment and suspension list per 2 CFR 200.213 – 214 and Executive Orders 12549 and 12689.
5. Employer certifies that they have not committed an act as described in the Public Entity Crimes Act, F.S. § 287.133, 287.017, nor has Employer been placed on the Florida convicted vendor list.

VI. Exhibits

- A. The Exhibits listed below are incorporated into and considered a part of this Contract and together constitute the entire agreement between the parties.
- 1. Exhibit A Budget
 - 2. Exhibit B Training Information Form
 - 3. Exhibit C Employer's Share Worksheet and Matrix
 - 4. Exhibit D Assurances and Certifications
 - 5. Exhibit E Debarment
 - 6. Exhibit F Drug Free Workplace
 - 7. Exhibit G Lobbying Form
 - 8. Exhibit H Lobbying Certification
 - 9. Exhibit I Tobacco Smoke

Exhibit A

IWT Program Budget –

Training funds cannot be used to reimburse training costs incurred **before** grant approved. Please take into account when developing a budget. Employer provides a matching contribution to the training. The minimum amount of employer share depends on the size of the employer. 50 or fewer employees – 10% of the training cost, 51 to 100 employees 25% of the training cost, and more than 100 employees – 50% of the training costs.

1. Training Costs			
A. BUDGET CATEGORY	B. IWT ASSISTANCE REQUESTED	C. EMPLOYER CONTRIBUTION	D. TOTAL (B + C)
Tuition	\$120,000		\$120,000
Instructors fees			\$0
Other (explain) -			\$0
	\$120,000	\$0	\$120,000

IWT Assistance (breakdown of column B above)	Per Unit Cost	The Number of Participants to be trained multiplied by the Per Unit Cost	
	\$13,333.33	9	\$120,000
			\$120,000
Employer Contribution (breakdown of column C above)			
			\$0
			\$0
Total Training Costs			\$120,000

2. Materials (Itemize)			
	Unit Cost	Number of participants X unit cost	
Total Materials Cost			\$0

3. Purchase of Capital Equipment	
<i>(Must be employer contribution)</i>	
<i>Cannot fund with IWT grant</i>	
Total Purchase of Capital Cost	\$0

4. Lease/Rental of Equipment	
<i>(Allowed only during training)</i>	
Total Lease/Rental of Equipment Cost	\$0

5. Trainee Wages	
(If proposed as in-kind match, includes the trainee's regular rate of pay and fringe benefits (2 CFR 200.306), which is limited to time actually spent in training) Payroll documents must be submitted for match.	
<i>Cannot fund with IWT grant</i>	
Total Trainee Wages Cost	\$166,247.20

6. Other Costs	
<i>Subject to allowability under federal guidelines</i>	
Rent and utilities	\$0.00
Indirect Cost (if applicable)	\$0.00
Total Other Cost	\$0

7. TOTALS	\$286,247.20
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Employer Share	58%	\$166,247.20
IWT Grant Amount	42%	\$120,000.00
		\$286,247.20



Employer Contributions - Non-Federal Share Schedule

Contract Total: \$286,247.20

Employer Size: 31 employees

Employer Share

- 50% \$ 143,124
- 25% \$ 71,562
- 10% \$ 28,625

Employer Share Breakdown (non-federal contributions)

Non Federal contributions/match may be provided only from a non-federal source that are used in a manner consistent with the purpose of the project. The provider must identify the source of the nonfederal portion of the total project costs and how this source will be used. Match is restricted to the same uses of funds as allowed for the federal funded portion of the project. The contributions can come in the form of cash, the in-kind value of volunteer wages, donated goods, and or services. Every item of in-kind must have a defensible method for assigning a fair market value.

Cash Match

Non-federal public or private funds
Non-federal funds that are not used as match for any other federal program

Wages Match \$ 166,247.20

When company staff volunteer their time or wages that the employee/trainee is earning while attending the training, the value of their wages (pay and benefits 2 CFR 200.306) may be included as match. (timesheets/personnel activity reports and mileage forms should be utilized for supporting this amount)

Space \$ -

If training events or other activities relating to the project takes place in a donated office or large meeting space, the market value of renting that space may also be counted.

Supplies \$ -

The market value of donated supplies

Textbooks \$ -

The market value of donated books

Indirect Costs \$ -

Provide documentation of cost allocation plan or negotiated federal indirect cost rate. Only cost sharing or cost sharing specifically committed in the project budget must be included for computing the indirect cost rate or reflected in any allocation of indirect costs.

Other (explain) \$ - 4 - future employees joining bank in 2024

TOTAL MATCH \$ 166,247.20

Exhibit C
IWT Employer Wage Match Matrix

Employer Name:	Locality Bank	Program Year:	2023 - 2024			
Training Course(s) Breakdown						
1. Name of the training vendor	2. Name of the training course(s)	3. Length of the training course(s) in hours	4. Total cost of the course	5. Number of participants to be trained (from column F in the table below)	6. Cost per trainee based on the number of employees receiving the training (column 4 divided by column 5)	7. Certification/Certificate to be earned
Rose Garden Consulting	Sales Process & Strategy	56	\$24,000.00	9	\$2,666.67	Test/Certification
Rose Garden Consulting	Tools & Tech	56	\$24,000.00	9	\$2,666.67	Test/Certification
Rose Garden Consulting	Prospecting vs. Networking	56	\$24,000.00	9	\$2,666.67	Test/Certification
Rose Garden Consulting	Converting and Facilitating	56	\$24,000.00	9	\$2,666.67	Test/Certification
Rose Garden Consulting	Leadership + Accountability	56	\$24,000.00	9	\$2,666.67	Test/Certification
			\$120,000.00		\$2,666.67	
			Total Course Costs		Average Cost Per	

*Four position to onboard in January.

Roster of employees to be trained										
A. Employee's Name	B. Employee's Job Title	C. Employee's Last Four of SSN	D. Employee's Start Date of Employment	E. WIOA Funding Stream (DW,Adult, JD-NEG, SP-NEG)	F. Which training course(s) is the employee attending from the list above? (Ex. 1, 3, 4)	G. Employee's Current Hourly Wage including fringe if applicable	H. Total number of hours the employee will spend in training based on the information in column 3 in the above table and column F in this table.	I. Employee's earned wages while attending training (column G multiplied by column H).	J. What will the employee's hourly wage be after completion of the training?	
1 - Drew Saito	Chief Lending Officer - Drew	3817	1/12/2022	Adult	1	\$96.15	280	\$26,922.00	\$120.19	11-3031
2 - David Eller	Chief Banking Officer - David Eller	9731	2/1/2022	Adult	1	\$96.15	280	\$26,922.00	\$108.17	11-3031
3 - Keith Costello	President & CEO - Keith	3317	1/12/2022	Adult	1	\$96.15	280	\$26,922.00	120.19	11-1011
4 - Leo Tepedino	Dir. of Treasury Management - Leo	8846	4/11/2022	Adult	1	\$84.13	280	\$23,556.40	88.34	11-3031
5 - Henry Mendez	Commercial Banker - Henry	2396	10/26/2022	Adult	1	\$67.31	280	\$18,846.80	70.67	13-2052
6 - George Sanchez	SBA Business Loan Specialist - George	3276	1/17/2023	Adult	1	\$55.29	280	\$15,481.20	67.31	13-2072
7 - Max Marko	Commercial Banking Advisor - Max	7514	4/3/2022	Adult	1	\$36.06	280	\$10,096.80	37.14	13-2052
8 - Jose Mendez	Branch Manager - Jose	1575	5/1/2023	Adult	1	\$33.65	280	\$9,422.00	34.66	11-3031
9 - Sharon Groseclose	Client Advisor - Sharon	9321	12/19/2022	Adult	1	\$28.85	280	\$8,078.00	30.29	43-4141
						\$65.97		\$166,247.20		
						Average Hourly Wage		Total Wage Match		

EXHIBIT D ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

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

b. Health Benefits Coverage for Contraceptives

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

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

c. Privacy Act

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

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

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

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

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

f. Prohibition on Procuring Goods Obtained Through Child Labor

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

g. Prohibition on Providing Federal Funds to ACORN

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

h. Reporting of Waste, Fraud and Abuse

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

i. Requirement for Blocking Pornography

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

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

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

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

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

m. Restriction on Purchase of Sterile Needles or Syringes

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

n. Salary and Bonus Limitations

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

o. Coordination with Federal Agencies

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

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

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

p. Fish and Wildlife Service (FWS)

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

q. Architectural Barriers

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

r. Drug-Free Workplace

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

s. Executive Orders

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

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

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

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To

ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

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

t. Flood Insurance

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

u. Hotel-Motel Fire Safety

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

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

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

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

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

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

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

bb. Davis Bacon

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

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

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

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

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

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement' under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that 'funding agreement,' the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

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

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 · dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

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

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

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

EXHIBIT E
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions**

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

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Keith Costello

Signature

02/13/2024

Date

Keith Costello

President & CEO

Print Name and Title of Authorized Representative

EXHIBIT F
CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

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

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

CERTIFICATION

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

Keith Costello

 Signature

02/13/2024

 Date

Keith Costello

 Print Name

EXHIBIT G
Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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

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

Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify

the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award

Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

a. bid/offer/application

b. initial award

c. post-award

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

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

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

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

10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI)
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): _____ actual _____ planned _____	
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	13. Types of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____

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

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

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

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

Signature Keith Costello
Print Name Keith Costello
Title President & CEO
Telephone Number 954 336 7588 Date 02/13/2024

² Approved by OMB 0348-0046

Authorized for Local Reproduction Standard Form LLL-A

EXHIBIT H

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Locality Bank

IWT

Grantee/Contractor/Organization	Program/Title	
Keith Costello	<i>Keith Costello</i>	02/13/2024
Name of Certifying Official		Date
Print Name and Sign		

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

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

Keith Costello

02/13/2024

Signature

Date

Keith Costello

Print Name

President & CEO

Title

SIGNATURE CERTIFICATE



REFERENCE NUMBER
28B5A0FF-7115-4A54-AC14-D909F389E9A2

TRANSACTION DETAILS

Reference Number
28B5A0FF-7115-4A54-AC14-D909F389E9A2

Transaction Type
Signature Request

Sent At
02/12/2024 13:12 EST

Executed At
02/21/2024 12:06 EST

Identity Method
email

Distribution Method
email

Signed Checksum
1e538815c7f9efe25211e4f1586da9538e0e0ec71acb43912607d17a3c6775026

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Locality Bank IWT Agreement No 2024-IWT-2012

Filename
Locality_Bank_IWT_Agreement_No_2024-IWT-2012.pdf

Pages
27 pages

Content Type
application/pdf

File Size
1.17 MB

Original Checksum
7c8fa1300b85a4726ba2888ba3205bbfde75d76bc10a72d56a7beb0f57d58b34

SIGNERS

SIGNER

Name
Michelle Gioia

Email
mgioia@localitybank.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
bda002c4992c0ac25d642cc86a122637fa5ac1ad863ade1358077c6886876a6d

IP Address
75.149.252.222

Device
Microsoft Edge via Windows

Typed Signature
Michelle Gioia

Signature Reference ID
6B5B3E95

EVENTS

Viewed At
02/21/2024 12:06 EST

Identity Authenticated At
02/21/2024 12:06 EST

Signed At
02/21/2024 12:06 EST

Name
Susan Huffman

Email
shuffman@localitybank.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
e2c84d600fd59b2f3854e244c6305c9305028154d9a127072b7fa711112c823c

IP Address
20.119.179.148

Device
Microsoft Edge via Windows

Drawn Signature
Susan Huffman

Signature Reference ID
7B6D5213

Signature Biometric Count
3

Viewed At
02/15/2024 12:23 EST

Identity Authenticated At
02/15/2024 12:23 EST

Signed At
02/15/2024 12:23 EST

SIGNER

Name
Keith Costello

Email
keith@localitybank.com

Signer Sequence
0

Components
21

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
332b2a40f5081a7db3a42cd1c46d9d6fc8cf99eef9d3a7b423798fdcd1d0581

IP Address
73.46.180.127

Device
Microsoft Edge via Windows

Typed Signature
Keith Costello

Signature Reference ID
125E03E1

EVENTS

Viewed At
02/13/2024 11:05 EST

Identity Authenticated At
02/13/2024 11:10 EST

Signed At
02/13/2024 11:10 EST

AUDITS**TIMESTAMP**

02/12/2024 13:12 EST

02/12/2024 13:12 EST

02/13/2024 11:05 EST

02/13/2024 11:10 EST

02/13/2024 11:10 EST

02/13/2024 11:10 EST

02/15/2024 11:21 EST

02/15/2024 12:23 EST

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02/15/2024 16:19 EST

02/21/2024 12:01 EST

02/21/2024 12:06 EST

02/21/2024 12:06 EST

02/21/2024 12:06 EST

AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'Locality_Bank_IWT_Agreement_No_2024-IWT-2012.pdf' on Chrome via Windows from 67.23.70.69.

Keith Costello (keith@localitybank.com) was emailed a link to sign.

Keith Costello (keith@localitybank.com) viewed the document on Microsoft Edge via Windows from 73.46.180.127.

Keith Costello (keith@localitybank.com) authenticated via email on Microsoft Edge via Windows from 73.46.180.127.

Keith Costello (keith@localitybank.com) signed the document on Microsoft Edge via Windows from 73.46.180.127.

Susan Huffman (shuffman@localitybank.com) was emailed a link to sign.

Susan Huffman (shuffman@localitybank.com) was emailed a reminder.

Susan Huffman (shuffman@localitybank.com) viewed the document on Microsoft Edge via Windows from 20.119.179.148.

Susan Huffman (shuffman@localitybank.com) authenticated via email on Microsoft Edge via Windows from 20.119.179.148.

Susan Huffman (shuffman@localitybank.com) signed the document on Microsoft Edge via Windows from 20.119.179.148.

Michelle Gioia (mgioia@localitybank.com) was emailed a link to sign.

Michelle Gioia (mgioia@localitybank.com) was emailed a reminder.

Michelle Gioia (mgioia@localitybank.com) was emailed a reminder.

Michelle Gioia (mgioia@localitybank.com) viewed the document on Microsoft Edge via Windows from 75.149.252.222.

Michelle Gioia (mgioia@localitybank.com) authenticated via email on Microsoft Edge via Windows from 75.149.252.222.

Michelle Gioia (mgioia@localitybank.com) signed the document on Microsoft Edge via Windows from 75.149.252.222.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
CC51C7D8-BEA4-437B-B99E-75C87306A8CD

TRANSACTION DETAILS

Reference Number
CC51C7D8-BEA4-437B-B99E-75C87306A8CD

Transaction Type
Signature Request

Sent At
02/21/2024 12:40 EST

Executed At
02/21/2024 14:25 EST

Identity Method
email

Distribution Method
email

Signed Checksum
45ded978293614f5c8640300723166dbd55dca14329910b72146631c2acce1b

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
PE-Locality Bank IWT Agreement No 2024-IWT-2012-signed-certificate

Filename
PE-Locality_Bank_IWT_Agreement_No_2024-IWT-2012-signed-certificate.pdf

Pages
29 pages

Content Type
application/pdf

File Size
1.03 MB

Original Checksum
da21f64f04810c4751ad50b72f7d6d3ed63ec312e8bd35503b579d4778c035f

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
73eaeec228ec63f668252c446d9fb3794e45c826ff7a3b94d5880d6e31869cb09

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
BA98BB75

EVENTS

Viewed At
02/21/2024 14:24 EST

Identity Authenticated At
02/21/2024 14:25 EST

Signed At
02/21/2024 14:25 EST

Name
Michell Williams

Email
mwilliams@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
8937c2a5b5543ba5d5e65c1e5ebcce9700d954c6194a1a478864986342de6b67

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Michell Williams

Signature Reference ID
86C949FA

Viewed At
02/21/2024 12:45 EST

Identity Authenticated At
02/21/2024 12:46 EST

Signed At
02/21/2024 12:46 EST

SIGNER

Name
Carol Hylton
Email
chylton@careersourcebroward.com
Signer Sequence
0
Components
2

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
32f23c1e7c29726b4219527f34cf15c99c2b72515648fd583fb04b47d0fa2b84
IP Address
174.218.245.253
Device
Mobile Safari via iOS
Typed Signature
Carol Hylton
Signature Reference ID
9C7A6591

EVENTS

Viewed At
02/21/2024 12:44 EST
Identity Authenticated At
02/21/2024 12:45 EST
Signed At
02/21/2024 12:45 EST

AUDITS**TIMESTAMP**

02/21/2024 12:40 EST

02/21/2024 12:40 EST
02/21/2024 12:44 EST

02/21/2024 12:45 EST

02/21/2024 12:45 EST

02/21/2024 12:45 EST
02/21/2024 12:45 EST

02/21/2024 12:46 EST

02/21/2024 12:46 EST

02/21/2024 12:46 EST
02/21/2024 14:24 EST

02/21/2024 14:25 EST

02/21/2024 14:25 EST

AUDIT

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