



Jobs for the Future ("JFF")

JFF Contract Administration Use Only
Agreement ID: 23-386

Defined Terms Sheet	
Terms	Definition of Terms
Contractor or Subrecipient Name (the "Counterparty")	Central Florida Regional Workforce Development Board, Inc. dba CareerSource Cent
Transaction Type (New Agreement, No-Cost Extension, Termination, etc.)	New Agreement
Agreement ID# (If No-Cost Ext., Amendment., Termination, etc.)	
Type of Agreement (Professional Services or Pass-Through)	Pass-Through
Funding Category (Federal or Non-Federal, if Federal see SAM# below)	Non-Federal
Fixed Basis for Fees / Funds (Billing Rate, Price Milestone)	Milestone
CFDA# (If Federal Pass-through)	
Account Code	3357.5
Funder / Sponsor Name	Ares Charitable Foundation
Title of "Project"	Quality Green Jobs Regional Challenge
Date of Agreement or Date of Amendment (as applicable) (Contract Admin Use Only)	July 13, 2023
Period of Performance Start Date	July 1, 2023
Period of Performance End Date	December 31, 2023
Amended End date (if applicable)	
Previous Service Amount (if applicable)	
This Action Service Amount if applicable)	\$ 10,000.00
Previous Travel Amount (if applicable)	
This Action Travel Amount if applicable)	
Previous Other Expenses Amount (if applicable)	
This Action Other Expenses Amount if applicable)	
Agreement TOTAL (Fees / Grant Funds + Travel + Other Expenses)	\$ 10,000.00
JFF Project Lead	Taj Eldridge
JFF Center, Department, Practice or Office requesting this Agreement/Amendment	JFF Labs
JFF Budget Owner (Contract Admin Use Only) 1 st	Jennifer Tee DocuSigned by: 7/13/2023 12:13 PM PDT
JFF Finance Lead (Contract Admin Use Only) 2 nd	Katy Brooke DocuSigned by: 7/18/2023 6:36 AM PDT
JFF Requester - Invoice Lead	Sara Vander Zanden
JFF Requester - Invoice Lead Email	svanderzanden@jff.org
Is subcontracting permitted?	Yes
Contractor or Subrecipient Address	390 N Orange Ave. Suite 700 Orlando, FL 32801
Signatory	Phyllis Marty
Signatory Email	pmarty@careersourcencfl.com
Key Personnel	Sean McLendon
Key Personnel Email	smclendon@alachuacounty.us
Contractor or Subrecipient "Notice Recipient"	Kelli Hutchins
Contractor or Subrecipient "Notice Recipient Email"	khutchins@alachuacounty.us
Billing Contact	Kelli Hutchins
Billing Contact Email	khutchins@careersourcencfl.com
Type of Organization (individual, for-profit, LLC, non-profit, institution)	C Corporation
SAM# (12-digit alpha-numeric assigned by the U.S. Gov. required when Funding is Federal)	H6MEAENCCBM1
Type of Small Business Concern, as defined by the Small Business Administration (select all that apply)	<input type="checkbox"/> Disadvantaged <input type="checkbox"/> Woman-owned <input type="checkbox"/> Veteran-owned <input type="checkbox"/> HUBZone <input type="checkbox"/> Native American-owned <input type="checkbox"/> LGBT-owned <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> Other <input checked="" type="checkbox"/> Not a Small Business Concern
Additional Liability Insurances (check all that apply) (For Contract Admin Use Only)	<input type="checkbox"/> Cyber Risk <input type="checkbox"/> Media <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Product <input type="checkbox"/> Automobile

Incorporation. This Defined Terms Sheet is the source of definition for capitalized terms within the Jobs for the Future (JFF) Terms and Conditions or amended Agreement. This Defined Terms Sheet, the Jobs for the Future (JFF) Terms and Conditions, amended Agreement, Attachments A, B, C, D, or other attachments, appendices, exhibits, addenda, or other documents are incorporated and constitute this Agreement relating to the work described and to be performed hereunder. Except as set forth in any applicable addendum, all other terms of the Agreement remain unchanged. **IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized representative.

DocuSigned by:
By Kristina Sampson 4th
B6EB63ABE42646E...

For Jobs for the Future, Inc.

Name Kristina Sampson
Title VP Finance
Date 7/19/2023 | 9:41 AM PDT

DocuSigned by:
By Phyllis Marty 3rd
E644953EC62649C...

For Counterparty

Name Phyllis Marty
Title Chief Executive Officer
Date 7/19/2023 | 12:29 PM EDT



**Jobs for the Future (JFF) Terms and Conditions
for Pass-Through Agreement**

These Terms and Conditions shall be read and interpreted in combination with the applicable Attachments and with the Defined Terms Sheet, where variables to this Agreement are defined (Agreement).

This Pass-Through Agreement is entered into as of the **Date of Agreement**, by and between Jobs for the Future, Inc. (JFF), a Connecticut nonprofit corporation having an address at 50 Milk St., 17th Floor, Boston, Massachusetts 02109 and **Subrecipient**, a **Type of Organization** having an address at **Subrecipient's Address**. JFF will support Subrecipient by facilitating communication and activities and by managing overall project implementation through appropriate oversight and fiscal management.

This Agreement specifies the terms and conditions under which JFF will make a subaward to Subrecipient in connection with a grant to JFF as part of the **Project** funded by **Funder Name** (Sponsor). If this is a Federal Pass-Through Agreement, the **Grant CFDA#** shall apply.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Period of Performance.** This Agreement shall start on the **Period of Performance Start Date** and shall end no later than the **Period of Performance End Date** (Grant Period) unless the parties agree otherwise.
2. **Scope of Activities.** Subrecipient shall be responsible for delivering the program that is detailed in the Scope of Activities included as **Attachment A** to this Agreement (Activities).
3. **Total Grant Funds.** In support of Subrecipient to complete the Scope of Activities, JFF has authorized to pay Subrecipient an amount not to exceed the **Agreement Total** (Grant Funds).
4. **Reporting and Disbursement.** An estimated budget pertaining to the Grant Funds is included as **Attachment B – Detailed Budget**. The Grant Funds shall be disbursed to Subrecipient as indicated in **Attachment C – Schedule of Disbursements and Reports**. Subrecipient agrees to submit periodic reports and a final report to JFF regarding its expenditure of Grant Funds against the Detailed Budget, based on the Schedule of Disbursements and Reports. All scheduled disbursements after the initial disbursement will be subject to demonstrable progress towards completion of the Scope of Activities.
5. **Use of Grant Funds.** Subrecipient agrees that the Grant Funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the Activities and the Detailed Budget. Subrecipient shall notify JFF of any changes to key personnel associated with the project and must receive advance approval from JFF to substitute any other individual to lead the Activities.

Any portion of the Grant Funds unexpended at the completion of the Grant Period shall be returned to JFF unless otherwise determined by JFF.

If **Funding Category** indicates Federal, Certain terms and conditions of the Sponsor award to JFF are applicable to the subrecipient and are incorporated into this agreement as **Attachment D - Prime Flowdown Provisions**.

6. **Prohibited Use of Grant Funds.** Subrecipient agrees to not use any portion of the Grant Funds to any extent for any of the following:
 - a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code;
 - b. For any non-charitable purposes; or
 - c. For the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Subrecipient nor JFF has entered into any agreement, oral or written, to the contrary.
7. **Re-granting.** Subrecipient may not subgrant or re-grant any portion of the subaward provided to Subrecipient under this Agreement without JFF's prior written approval. If Subrecipient does so, Subrecipient shall be responsible for monitoring the sub- or re-grantee(s) for compliance with all applicable statutory, regulatory, and program requirements. Subrecipient shall also monitor the sub- or re-grantee(s) for their proper creation and maintenance of Records, including, but not limited to, financial records, participant eligibility, service provision, and outcomes.
8. **Access to Records.** JFF and its duly authorized representatives shall have the right to access and examine and otherwise audit all records, including without limitation any books, documents, or papers of Subrecipient, and of its sub-subgrantees or re-grantees, which are related to this Agreement (Records) and may make excerpts and copies thereof. Subrecipient shall permit reasonable access to its personnel for purposes of interviews and discussions related to such Records. Subrecipient shall also establish a proper accounting system in accordance with Generally Accepted Accounting Principles.
9. **Independent Contractor.** JFF and the Subrecipient shall be, and shall be deemed to be, independent contractors and not agents or employees of the other. Neither JFF nor Subrecipient shall have the authority to make any statement, representation, or commitment of any kind, or to take action which shall be binding on the other, except as may be authorized in writing.
10. **Intellectual Property.** Subrecipient hereby grants to JFF the irrevocable, nonexclusive, worldwide, royalty-free, unrestricted right and license to use all results of the Activities, including all products, reports, data, manuals, pamphlets, articles of any kind, written, recorded, or electronic, prepared by Subrecipient under this Agreement (Materials). Without limitation, JFF may use, copy, modify, create derivative works of, publicly perform, display, and distribute copies of the Materials and any modified Materials for non-commercial purposes.
11. **Termination.** JFF, at its sole option, may terminate this Agreement in writing or withhold payments, or both at any time if, in JFF's judgment, (i) Subrecipient dissolves or fails to operate; (ii) Subrecipient fails to meet reporting requirements of the Agreement; (iii) significant leadership, including any key personnel associated with the project, or other changes occur that JFF believes may threaten the completion of Activities; (iv) Subrecipient materially fails to comply with all the terms and conditions included in this Agreement, including any JFF request for further documents or information; (v) JFF is not satisfied with the quality of Subrecipient's progress towards completing the Activities; or (vi) such action is necessary to comply with the requirements of any law or regulation affecting JFF's responsibilities with respect to this Agreement. If termination occurs prior to the scheduled end date of the Grant Period, Subrecipient shall, upon request by JFF, provide to JFF a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Agreement as of the effective date of termination. Within sixty (60) days after written request by JFF, Subrecipient shall remit all Grant Funds unexpended as of the effective date of termination. A final summary report of project status shall be delivered to JFF on an agreed-upon date between Subrecipient and JFF. Subrecipient agrees that the final report shall provide reporting of expenditure of Grant Funds against the Detailed Budget, and information on work-in-progress—finished or unfinished—and incorporate all data, intermediate products, studies, and reports assembled or prepared by Subrecipient for purposes of this Agreement.

12. **Force Majeure.** JFF is not liable for failure to perform any of its obligations insofar as it can prove (a) that the failure was due to an impediment outside its control, (b) that it could not reasonably be expected to have taken the impediment, and its effects upon its ability to perform, into account at the time of the signing of this agreement; and (c) that it could not reasonably have avoided or overcome it or at least its effects.

13. **Confidentiality.** "Proprietary Information" means nonpublic technical data, knowledge, marketing data or techniques, business plans, and other information that one party (Discloser) considers to be unique, valuable, or otherwise proprietary to it. In performing under this Agreement, it may be necessary for Discloser to provide Proprietary Information to the other party (Receiver). Discloser shall endeavor to identify in writing, by appropriate stamp, legend, notice or otherwise inform Receiver of any Proprietary Information (See Paragraph a. below). Discloser retains all rights in the Proprietary Information and Receiver acquires no rights therein except the right to use it to the extent necessary in connections with the purposes of this Agreement, including the exercise of any rights under Section 8.

Receiver shall exercise the same degree of care with respect to the Proprietary Information that it normally exercises to preserve its own information of a like nature, but not less than a reasonable degree of care. Receiver shall restrict disclosure of such Proprietary Information to only those employees, consultants, or agents who have a need to know and who have agreed to terms of use and non-disclosure at least as restrictive as those in this Agreement.

The obligations of confidentiality regarding Proprietary Information shall not apply to any information which Receiver can reasonably demonstrate: (a) was in the public domain at the time of receipt or later came into the public domain through no act of Receiver; (b) was in Receiver's written records before its receipt from Discloser; (c) was independently developed as demonstrated by written records; (d) was lawfully disclosed on an unrestricted basis to Receiver by a third party believed to have the right to do so; or (e) is required to be disclosed by governmental or court order; provided that in such case Receiver promptly notifies Discloser and cooperates with it to oppose or limit such order.

The obligations of confidentiality and non-use shall survive expiration or termination of this Agreement for any reason.

All information, data, and other material, concerning JFF and JFF's clients, donors, programs, projects, finances, operations, plans or proposals, that Subrecipient obtains or produces in the course of its activities hereunder, is JFF Proprietary Information. Subrecipient may not disclose, directly or indirectly, or use in any manner, other than to engage in the activities hereunder, JFF Proprietary Information. In addition, Subrecipient shall return to JFF any Proprietary Information that has provided to Subrecipient at the earlier of i) such time that JFF requests it; or ii) at the conclusion of the Period of Performance.

14. **Indemnification.** Subrecipient shall defend, indemnify, and hold harmless JFF and its directors, officers, employees and agents, and their respective successors, heirs, and permissible assigns (Indemnitees) against any and all liability, loss, or expense (including reasonable attorneys' fees and expenses of litigation whether incurred in the defense of a third party claim or a claim to enforce this provision), and other damages (Losses) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with any claim, suit, demand, action, or judgment arising out of the following: (a) any breach by Subrecipient of any representation or warranty made by it; (b)



***Jobs for the Future (JFF) Terms and Conditions
for Pass-Through Agreement***

Subrecipient's failure to perform any obligation in this Agreement; (c) any claim that any part of the Activities infringes or misappropriates the right of any third party; and (d) any subgrant or re-grant of any right or obligation under this Agreement without JFF's prior consent.

JFF shall not be liable for any indirect, consequential, or other damages suffered by Subrecipient, any subgrantee or re-grantee, or any others arising out of or related to this Agreement.

15. Limitation of Liability. In no event shall either party be liable to the other party for any losses or damages incurred during performance of the award or for any incidental, consequential, indirect or punitive damages (including but not limited to lost profits, business revenue, goodwill or anticipated savings), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

16. Primary Contacts; Notices. The parties designate the individuals identified below as their primary contacts responsible for monitoring the Activities. Either party may change its address by notice to the other party. Any notice, report, consent, or other communication required or permitted to be given hereunder shall be in writing and shall be given by delivering such notice in person, by registered or certified United States mail, recognized overnight delivery service, or by electronic mail, and shall be given when received at the following addresses of the parties hereto:

- if addressed to JFF, notice has been addressed to **JFF Project Lead** at her/his email address – (first name initial last name @jff.org) example: JSmith@jff.org.
- if addressed to Contractor, notice has been addressed to **Notice Recipient** at the **Notice Recipient's E-mail Address**.

17. Assignment. Neither this Agreement nor any of the rights or obligations hereunder (or under any document delivered pursuant hereto) may be assigned by Subrecipient without the prior written consent of JFF.

18. Severability. The provisions of this Agreement are severable. If any individual provision is found to be unenforceable, the remainder of the Agreement shall remain in force.

19. Alteration or Waiver. This Agreement may be amended or modified only by a written instrument signed by the parties. No provision of this Agreement may be waived without a written instrument signed by the waiving party.

20. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

21. Conflict of Interest. Subrecipient asserts that to their knowledge, there is no conflict of interest or a cause of action under 48 CFR 52.203-7 Anti-Kickback Procedures involving the subrecipient and further certifies that:

- a. No JFF official or employee or JFF employee's immediate family member has an ownership interest in Subrecipients' company or is deriving personal financial gain from this contract.
- b. No JFF official or employee's immediate family member has an ownership interest in subrecipient's company or is deriving personal financial gain from this contract.
- c. No retired or separated JFF official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in subrecipient's company.
- d. No JFF official or employee is contemporaneously employed or prospectively to be employed with the Subrecipient.
- e. Subrecipient has not and will not provide gifts, hospitality, gratuities or monetary amounts of any dollar value to any JFF official, employee, representative or consultant to obtain or maintain a contract.

If subrecipient does have a relationship with a JFF official, employee, an immediate family member of a JFF official or employee, representative or consultant that may be inconsistent with the above, subrecipient agrees to report said conflict to key personnel listed in Section 16 upon execution of contract.

22. Entirety of Agreement. This Agreement with its attachments and references contains the entire understanding between the parties and supersedes any prior understandings, representations, agreements, or arrangements, written or oral, between them concerning the subject matter of this Agreement.

23. Compliance with Law; Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws, and any action arising under this Agreement must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Attachment A – Scope of Activities

**Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida
(Subrecipient)**

Quality Green Jobs Regional Challenge

Period of Performance: July 1, 2023 to December 31, 2023

Background

Climate Resilient Employees for a Sustainable Tomorrow (CREST) is a multi-year, grant-funded initiative of the Ares Charitable Foundation. The Quality Green Jobs Regional Challenge (the Challenge) is a CREST initiative led by Jobs for the Future (JFF). Over a four-year period, the Challenge will support communities across the U.S. as they design and implement regional quality green job strategies. The primary goals of the Challenge are to:

1. Offer green job training and placement in quality jobs to 25,000 individuals in diverse regions across the United States and U.S. Territories.
2. Pilot strategies intended to disrupt occupational segregation in the green economy with a focus on racial, gender, and systemic inequities.
3. Help 100,000 people gain a deeper understanding of regional climate-related challenges and opportunities in the labor market.

To achieve these goals, the Challenge will take place over three progressive phases: 1) Engage & Discover, 2) Design, and 3) Build & Evaluate. This proposal covers Phase 1 of the Challenge. The key activities of this phase are listed in the Scope of Activities, below.

Scope of Activities

JFF will provide Subrecipient with:

- A one-time \$10,000.00 Participation Grant in 2023. JFF will remit payment within 30 days of contract execution.
- Timely information, research insights, and other pertinent resources that will enable Subrecipient to effectively participate in the Quality Green Jobs Regional Challenge during the grant period.

Subrecipient shall provide the following services to JFF and CREST project staff:

- Identify, recruit, and introduce the CREST project team to key regional stakeholders, including but not limited to workers and learners, business leaders, employers, nonprofit organizations, workforce and economic development entities, regional and state government stakeholders, and environmental agencies and entities.
- Attend and ensure regional representation at a minimum of 4 webinars or group peer learning calls facilitated by the CREST Quality Green Jobs Regional Challenge team, including all required webinars.
- Attend and/or ensure regional representation at 1-2 key informant interviews facilitated by the CREST Evaluation team.
- Ensure representation of regional workers and learners in 1-2 focus groups facilitated by the CREST Evaluation team.
- Complete and/or ensure regional stakeholder completion of 1-2 surveys developed by the CREST Evaluation team.
- Engage in media and promotional opportunities as appropriate, utilizing language approved by the Ares Charitable Foundation and JFF.

Attachment B – Detailed Budget

**Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida
(Subrecipient)**

Quality Green Jobs Regional Challenge

Period of Performance: July 1, 2023 to December 31, 2023

Budget Narrative: Participation Grants are intended to support the Subrecipient's engagement in Phase 1 of the Quality Green Jobs Regional Challenge. The Subrecipient can regrant funds to regional partners as they deem appropriate.

Budget Line Item	Amount
Project Costs	\$7,500.00
Indirect Costs	\$2,500.00
TOTAL	\$10,000.00

Attachment C – Schedule of Disbursements

**Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida
(Subrecipient)**

Quality Green Jobs Regional Challenge

Period of Performance: July 1, 2023 to December 31, 2023

Disbursement #	Estimated Timeframe	Required Reporting/Deliverables	Amount
1	June 2023	Upon execution of this Subaward or JFF's receipt of Subrecipient's invoice for such sum, whichever is later.	\$10,000.00
TOTAL			\$10,000.00