

**82252  
PY'22-23  
STAFFING SERVICES AGREEMENT**

**AMENDMENT #2**

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **22nd Century Technologies, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Staffing Services Agreement entered between the parties on **July 1, 2022**. The Staffing Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2022 and expiring June 30, 2023 to provide recruiting and payroll services.

**Article 2, Statement of Work**, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A-2, Modified Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

**Article 3, Payment Terms, Bill Rates and Fees**, is deleted in its entirety and replaced with the following language:

The SFWIB shall pay **TSCTI** for its services according to the rates set forth in **Exhibit A-2, Attachment 2-B, PY'22-23 Modified Pay Rate Table and Exhibit A, Attachment 3, PY'22-23 Enhanced Benefits Table** attached hereto and incorporated herein, and according to the terms set forth below.

**TSCTI** shall invoice the SFWIB for services provided under this Agreement on a monthly basis unless otherwise agreed by the SFWIB and **TSCTI**. **TSCTI** shall submit invoices via electronic mail as follows:

- All other invoices shall be submitted to the SFWIB's Finance Department at [cssf\\_ap@careersourcesfl.com](mailto:cssf_ap@careersourcesfl.com).

**TSCTI** shall submit a separate itemized invoice to the SFWIB for Assigned Employees who will partake in the approved SFWIB medical, dental and vision insurance plans. Said invoices shall designate the type of insurance, premiums, and plan coverage costs, per staff location.

The SFWIB shall pay all proper invoices within thirty (30) business days of receipt. Original invoices itemizing services rendered, per location, shall be supported by each properly authorized time sheet pertaining to payroll cycle worked by each of the Assigned Employees and an itemized Payroll Register, which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion. A separate bi-weekly report will also be submitted by **TSCTI** indicating the charges incurred for staff payroll by location.

Assigned Employees are presumed to be non-exempt from laws requiring for overtime, holiday work, or weekend work. **TSCTI** will charge the SFWIB special rates for overtime only when an Assigned Employee's work on assignment to the SFWIB, viewed by itself, would legally require overtime pay and the SFWIB has authorized, directed, or allowed, in writing, the Assigned Employee to work such overtime. The SFWIB will be responsible for paying overtime wages when an Assigned Employee,

authorized, directed or allowed by the SFWIB in writing, has worked more than forty (40) weekly hours (Monday to Sunday) for the SFWIB. The overtime bill rate is calculated at one and one-half (1.5) times of the regular bill rate.

- The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (the "County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked. The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- Holidays shall be billed at the regular billing rates for the specified position as set forth in **Exhibit A-2, Attachment 2-B, PY'22-23 Modified Pay Rate Table**. No additional allowances will be given for Holidays worked.
- Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with services performed by **TSCTI** under this Agreement.

Pricing Information		
Services	Mark-up Rate	Effective Date
Staffing Services	See Table Below	July 1, 2022 – June 30, 2023
Recruiting Services	See Table Below	July 1, 2022 – June 30, 2023

Group 1, Group 2, Group 3	Staffing Services	Recruiting Services
FICA	6.20%	6.20%
MICA	1.45%	1.45%
FUTA	0.60%	0.60%
SUTA	1.08%	1.08%
Workers Compensation	0.27%	0.27%
Benefits	14.12%	14.12%
Administrative Costs	5.28%	8.28%
TOTAL	29%	32%

**Article 4**, Prior Agreements is deleted in its entirety and replaced with the following

language:

4.1 This Agreement and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements, and understandings, whether oral or written, applicable to the matters contained herein and the Parties agree that there are no other commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained in this Agreement or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following Attachments and Exhibits are incorporated into this Agreement:

<u>Type</u>	<u>Description</u>
Attachment 1	The Florida Department of Economic Opportunity memorandum dated July 1, 2021
Attachment 2	Trafficking Victims Protection Act of 2000
Attachment 3	Assurances and Certifications
Attachment 4	Certification Regarding Environmental Tobacco Smoke
Attachment 5	Assurances-Non-Construction Programs
Attachment 6	Code of Business Ethics Affidavit
Attachment 7	Certification Regarding the Florida Clean Indoor Air Act
Attachment 8	Confidentiality Agreement
Attachment 9	Individual Non-Disclosure and Confidentiality Form
Attachment 10	Disclosure and Certification of Conflict of Interest in a Contract
<b>Exhibit A-2</b>	<b>Modified Statement of Work</b>
<b>(Exhibit A-2) Attachment 1-B</b>	<b>PY'22-23 Modified Job Descriptions</b>
<b>(Exhibit A-2) Attachment 2-B</b>	<b>PY'22-23 Modified Pay Rate Table</b>
<b>(Exhibit A) Attachment 3</b>	<b>PY'22-23 Enhanced Benefits Table</b>
<b>Exhibit B</b>	<b>Annual Certification</b>

4.1 The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination or cancellation hereof.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

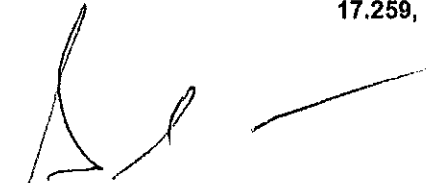
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

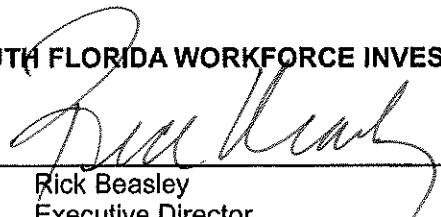
**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**SIGNATORY FORM**

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**  
PROGRAM ENTITLED: **Staffing Services**  
INDEX CODE: **82252**  
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278; WIOA NDWG 17.277.**

BY:  \_\_\_\_\_ Date 10/04/2022  
Satvinder Singh  
President  
22<sup>nd</sup> Century Technologies, Inc.

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**  
BY:  \_\_\_\_\_ Date 10/11/2022  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**JOB DESCRIPTIONS**

**Group 2 – Special Programs**

**Job Description  
Mobile Career Assistance Center Operator**

**Duties and Responsibilities**

- Operation of the workforce mobile equipment to several sites which may include week-ends
- Assist with information gathering, searching electronic databases and answering routine customer inquiries
- Assisting the general public in obtaining gainful employment to include making referrals to employers
- Interview job applicants to match their qualifications with employers' needs, recording and evaluating applicant experience, education, training, and skills
- Review employment applications and job orders to match applicants with job requirements, using manual or computerized file searches.
- Select qualified applicants or refer them to employers, according to organization policy.
- Assisting the general public with access to a variety of employment and training services by means of verbal or written instructions, audio-visual equipment, or related workforce materials
- Assisting the general public in the use of computers and self-service materials stationed on the workforce mobile
- Maintains and develops relationships with local organizations
- Performs maintenance of the mobile to include minor preventative maintenance; such as checking tire pressure, fluid levels, cleanliness of the interior and inspects safety equipment
- Operates general office equipment; i.e. copier, calculator and performs routine clerical duties to include typing memos, correspondence and other materials
- Performs related duties as assigned

**Required Training and Experience**

- Experience operating forty-foot diesel or alternate fuel vehicle, or experience driving medium to large vehicles. Experience may substitute for the required education on a year-for-year basis.
- Must possess a valid Commercial Driver License for a minimum of two (2) years
- Excellent driving history to include no points within the prior 24 month period
- Proof of insurance
- Must be able to work week-ends and some holidays
- Customer service skills
- Excellent written and verbal communication skills, preferable bilingual
- Excellent leadership, planning, and organizational skills
- Excellent computer skills, Microsoft word, excel, powerpoint, and similar software experience
- Ability to lift and handle items weighing up to 50 pounds

## ATTACHMENT 1-B

- Ability to develop and maintain professional working relationships with management, co-workers, and the general public
- Ability to handle multiple tasks simultaneously
- Ability to manage groups under high pressure situations
- Ability to prioritize multiple assignments, tasks, or projects
- Prior experience with workforce development desired
- CPR certification desired