



**FIRST AMENDMENT
ONE STOP OPERATOR SERVICES AGREEMENT
BETWEEN TAMPA BAY WORKFORCE ALLIANCE, INC. d/b/a CAREERSOURCE TAMPA BAY
A Florida Non-Profit Corporation
AND
EDUCATIONAL DATA SYSTEMS, INC.
A Michigan Subchapter S Corporation**

This First Amendment of the Agreement is made and entered by and between Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Tampa Bay, a Florida Non-Profit Corporation, herein referred to as “CareerSource Tampa Bay” and Educational Data Systems, Inc., (DUNS #11-513-2409), a Michigan Subchapter S-Corporation, having its principal administrative office at 15300 Commerce Dr. North, Suite 200, Dearborn, Michigan, 48120, herein referred to as “Subrecipient” or “EDSI”. The foregoing entities are collectively referred to as the “Parties”.

RECITALS:

WHEREAS, CareerSource Tampa Bay and Subrecipient entered into a Workforce Services agreement, effective July 1, 2023, for the provisions of **One Stop Operator Services** (the Agreement); and,

WHEREAS, **Article XIV. Amendments** of the Agreement allows for modifications, amendments, or alterations to be made to the original terms and conditions when the proposed changes have been submitted in writing and executed by both parties.

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, conditions contained herein, and for other good and other valuable consideration, the receipt of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The aforesaid recitals are true and correct and are incorporated hereby this reference.
2. The Table preceding the *Table of Contents* is hereby amended in part, as follows:
 - a. The section titled *Sub-Award Budget Period Start/End Date* end date is extended from September 30, 2023, to June 30, 2024.
 - b. The section titled *Total amount of Federal funds obligated to the Sub-Recipient* amount is increased from \$27,312.50 to \$116,145.98.

Except as amended herein, the remainder of the Table remains unchanged and in full force and effect.

3. Article I, section 1.2, *Parties to Contract*, is hereby amended in part to delete 4902 Eisenhower Blvd. Suite 250, Tampa, FL 3364 and replace it with 4350 W. Cypress Street, Suite 875, Tampa, FL 33607. Except as amended herein, the remainder of section 1.2 remains unchanged and in full force and effect.
4. Article I, section 1.3, *Contract Type and Amount*, 1st paragraph is hereby amended in part to increase the amount not to exceed from \$27,312.50 to \$116,145.98 and extend the period from September 30, 2023, to June 30, 2024. Except as amended herein, the remainder of section 1.3 remains unchanged and in full force and effect.

5. Subsection 3.2.2, Section 14.1, and Article XVI are hereby amended in part by adding as a last sentence to the aforesaid Subsection, Section, and Article, the following:

A contract modification is not required for a change in the total budget that does not exceed 5% of the approved budget amount. However, written approval by CSTB's Chief Financial Officer is mandatory.

6. Attachment I - Budget and Request for Request for Payment Form, attached hereto and incorporated by reference herein shall replace the I - Budget and Request for Request for Payment Form in the Agreement.
7. Without regard to the date(s) of the signatures below, this Amendment shall be effective October 1, 2023, and apply to the period July 1, 2023, to June 30, 2024.
8. In the event any section, sentence, clause, or provision of this First Amendment is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this First Amendment shall not be affected by such determination and shall remain in full force and effect.
9. Any term, condition, covenant, or obligation which requires performance by either party after termination of this First Amendment shall remain enforceable against such party subsequent to such termination.
10. The other terms and conditions of the Agreement, as modified herein, which do not conflict with this First Amendment, are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

AUTHORITY AND SIGNATURE, the individuals signing have the authority to commit their respective organization to the terms of this Amendment and do so by signature below.

EDUCATIONAL DATA SYSTEMS, INC.

By:  Date: November 17, 2023
Name: Kevin B. Schnieders
Title: CEO

**TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A
CAREERSOURCE TAMPA BAY:**

By:  John Flanagan (Nov 17, 2023 15:57 EST) Date: 11/17/2023
Name: John Flanagan
Title: President and CEO

Attachment 1 – Budget and Request for Payment Form

Contract period July 1, 2023 through June 30, 2024
Service Provider: Educational Data Systems, Inc.
Services: One Stop Operator
Budget for the period July 1, 2023 to June 30, 2024

Overview

Amount not to exceed totaling **\$116,145.98** is approved for the following line items of cost:
 - Salaries (subject to the below restrictions) and fringe of 34.37%.
 - Indirect and profit of 10% and 5% of direct costs, respectively.

Summary of Budget for One Stop Operator. Refer to "Payment Form - OSO" for form to be

Cost category	Career Services (Budget)
Salaries	74,418.77
Fringe	25,577.73
Salaries and Fringe	99,996.50
Travel	1,000.00
Total direct costs	100,996.50
Indirect (10%)	10,099.65
Profit (5%)	5,049.83
	116,145.98

Summary of Positions for One Stop Operator. Refer to "S&F Form - OSO" for a detail of the number

Position Title	Position Descriptions
Regional Coordinator	Conducts strategic workforce planning and provides leadership and support to Program Director
One Stop Operator	Serves as the Functional Supervisor of the One-Stop

Monthly Request for Payment Form: One Stop Operator (OSO)				
Month		Amount		
		-		
Budget Summary - Cost Category	Budget	Current Request	YTD Request	Remaining Budget
Direct Expense				
Salaries and Fringe	99,996.50	-	-	99,996.50
Travel	1,000.00	-	-	1,000.00
Total Direct Expense	100,996.50	-	-	100,996.50
Management Fee/Profit				
Indirect	10,099.65	-	-	10,099.65
Profit	5,049.83	-	-	5,049.83
Total Management Fee and Profit	15,149.48	-	-	15,149.48
Total	116,145.98	-	-	116,145.98
Less: 5% Performance Incentive, equal to profit				
Amount Due				

Authorized Signatory (1) _____ Title _____ Date _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(1) Authorized signatory is an official who is authorized to legal bind EDSI.

Note: The "Salaries and Fringe Support Form" is required to be submitted with the "Monthly Request for Payment Form".

S & F Form - OSO

Requested for reimbursement:

Pay periods (Begin to end date)	Check date

Salaries and Fringe Support Form: One Stop Operator					
Position Title	FTE	Employee Name	Hrs Worked	Wage Rate	Amount
Regional Coordinator	0.130				-
One Stop Operator	1.00				-
Total Salaries					-
Fringe (34.37%)					-
Total Salaries and Fringe					-