



## **Special Executive Committee Meeting**

CareerSource Tampa Bay

Mar 7, 2022 1:00 PM - 1:30 PM EST

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**A. Next Executive Committee Meeting: March 17, 2022**



## **Action Item**

### **Approval of Contract: Hillsborough County Summer Hires Program**

#### **Background:**

Hillsborough County believes it to be in the public's interest to provide operational and support services for a summer youth employment program for the youth residents of Hillsborough County whose household income does not exceed 200% of HHS poverty guidelines. With the County's contract, CareerSource Tampa Bay will be able to provide up to 110 youth between the ages of 16 to 24 paid work experience (PWE) with emphasis on career exploration, character and leadership development, and career development. The contract shall cover the period April 1, 2022 to September 30, 2022 for an amount not to exceed \$396,185.

Youth will participate in Intake Sessions, a Youth Summit and part-time PWE. Participants of the part-time PWE will be paid \$13/hour and work a maximum of 24-hours per week for up to 8 weeks. Youth will also receive employment support services for recognition and achievement directly tied to attainment of training benchmarks, satisfactory Paid Work Experience, and/or other performance related outcomes.

#### **Action:**

In accordance with the Organization's By-Laws, the Executive Committee shall have the authority to exercise those powers of the Board at such time when time requirements do not permit consideration and action by the full Board without impacting delivery of program and services. Under this authority, the Executive Committee is able to approve the attached contract as though approved by the Board.

#### **Recommendation:**

Staff recommends approval of the attached contract with Hillsborough County.

**AGREEMENT  
BY AND BETWEEN  
HILLSBOROUGH COUNTY,  
A Political Subdivision of the State of Florida  
AND  
TAMPA BAY WORKFORCE ALLIANCE, INC.,  
d/b/a CAREERSOURCE TAMPA BAY,  
A Florida Non-Profit Corporation**

**THIS AGREEMENT** (“Agreement”) is entered into by and between **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 (“County”) and **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida not-for-profit Corporation, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“Agency”).

**RECITALS**

**WHEREAS**, the County believes it to be in the public interest to provide operational and support services for a summer youth employment program through the Agency for the youth residents of Hillsborough County who are desirous of such services; and

**WHEREAS**, the summer youth employment program raises interest in and awareness of career opportunities in Hillsborough County and prepares students for employment; and

**WHEREAS**, the County has examined the services and/or facilities of the Agency, and has determined that the Agency provides the facilities and/or services needed by the youth residents of Hillsborough County; and

**WHEREAS**, the County has determined that the best interests of its citizens will be served by entering into an Agreement with the Agency for the furnishing of services and/or facilities provided by the Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Agency agree as follows:

**ARTICLE 1  
Recitals**

The aforesaid recitals are true and correct and are incorporated herein by reference.

**ARTICLE 2  
Scope of Service**

The Agency shall provide the services described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference.

**ARTICLE 3**  
**Term of Agreement**

This Agreement shall be effective upon execution by both parties and shall cover services provided from April 1, 2022, until September 30, 2022 (“Term”), unless sooner terminated in accordance with this Agreement.

**ARTICLE 4**  
**Consideration and Limitations of Costs**

For its performance under this Agreement as described in Exhibit A, Scope of Services, and other applicable terms under this Agreement, the Agency will receive funds from the County, in a not-to-exceed amount of three hundred ninety-six thousand one hundred eighty-five dollars (\$396,185) for the Term. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment Forms for such period, then, any remaining portions thereof which the County has not paid to the Agency shall not be available for payment.

**ARTICLE 5**  
**Payment and Reporting Requirements**

Expenditure and Payment of funds shall be made in accordance with the Method of Payment as identified in Exhibit “B” attached hereto and incorporated herein and the Request for Payment Form attached hereto as Exhibit “C” and incorporated herein. County shall review and approve the Agency’s Method of Payment submission for conformance with this Agreement. The County shall not reimburse the Agency for unallowable expenses.

If the Agency fails to perform any obligation hereunder, County may withhold or adjust the amount of payments due under the Agreement until all obligations are met. The total amount of funding available may also be adjusted as a result of reductions in the level of funding available to the County, and as a result of programmatic changes and budgetary revisions agreed to by the parties. If the Agency fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

The County may not honor a late request for payment and will not be liable for non-payment of a late request. The Agency shall submit its final Request for Payment Form, Program Performance Report Form attached hereto as Exhibit “D” and incorporated herein and any other required reports within 30 days of the termination or expiration of this Agreement. The County agrees to be bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes Sections 218.70., et seq., in connection with this Agreement.

**ARTICLE 6**  
**Maintenance and Review of Records**

The Agency and its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a

proper accounting of all funds received in connection with this Agreement for a period of three (3) years from the date of final payment of such funds to the Agency, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such three-year or longer period is hereinafter referred to as the "Audit Period"). The County and its authorized agents shall have the right, and the Agency, and its subcontractors, as applicable, will permit the County and its authorized agents, including but not limited to, the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the County may deem necessary during the Audit Period. The County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The Agency shall insure that any such subcontractor shall recognize the County's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Agency under this Agreement. If an audit is begun by the County or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 7**  
**Financial Reports**

The Agency shall submit to the County within one hundred and twenty (120) days after the end of the Agency's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Agency fails to provide its audited financial statements within the 120-day time period referenced above, then, the Agency shall be in default of the Agreement. Notwithstanding the foregoing, the County may grant the Agency an extension of the 120-day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

**ARTICLE 8**  
**Legally Required Statement and Provisions Regarding Access to Records**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Agency has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Agency is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Agency. As stated below, the Agency may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Agency is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Agency advice regarding its legal rights or obligations.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) **813-273-3719**
- ii) **PetrovicJ@HCFLGov.net**
- iii) **Jaksa Petrovic, Manager, Economic Development Department, 601 E Kennedy Blvd, 20th Floor, Tampa, Florida 33602**

If under this Agreement, the Agency is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the Agency will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Contract if the Agency does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Agency to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

**ARTICLE 9**  
**Indemnification**

To the extent not otherwise limited by applicable law, Agency shall indemnify, hold harmless and defend the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of County (all of the foregoing, collectively, the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys’ fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Agency, its agents, subcontractors, assigns, heirs and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of Agency, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the termination of this Agreement. No member of the County shall be personally liable under this subsection.

**ARTICLE 10**  
**Equal Opportunity: Non-Discrimination Clause**

The Agency shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The Agency shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

At the time of execution of this Agreement by Agency, Agency shall submit the information required by Hillsborough County’s Equal Opportunity Requirements, which are attached hereto as Composite Exhibit “F” and incorporated herein.

**ARTICLE 11**  
**Political Endorsement Prohibition**

Pursuant to BOCC Policy No. 02.12.00.00, the Agency shall not engage, participate or intervene in any form of political activities or campaign on behalf of, or in opposition to, any candidate for public office.

**ARTICLE 12**  
**Conflict of Interest**

The Agency represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The Agency warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, either directly or indirectly, in order to obtain this Agreement.

**ARTICLE 13**  
**Compliance With Applicable Laws**

The Agency shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”), as amended.

**ARTICLE 14**  
**Drug Free Workplace**

The Agency shall administer, in good faith, a policy designed to ensure that the Agency is free from the illegal use, possession, or distribution of drugs or alcohol.

**ARTICLE 15**  
**Public Entity Crimes**

The Agency hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida’s convicted vendor list. The Agency also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

**ARTICLE 16**  
**Termination of Agreement**

In addition to the exercise of any other remedies available to it at law or in equity, the County, through the County Administrator or his designee, may terminate this Agreement for the Agency’s non-performance, as solely determined by the County Administrator or his designee, upon no less than twenty-four (24) hours written notice to the Agency.



Either party to this Agreement may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. In the event of termination by the County hereunder, the Agency shall not incur any new obligations after notification of the effective date of termination. The County shall pay the Agency for services incurred by the Agency prior to termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

**ARTICLE 17**  
**Headings**

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

**ARTICLE 18**  
**Waiver**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**ARTICLE 19**  
**Additional Rights and Remedies**

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**ARTICLE 20**  
**Order of Precedence**

In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of the Agreement shall take precedence over the provisions of the Exhibits.

**ARTICLE 21**  
**Governing Laws; Venue**

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

**ARTICLE 22**  
**Severability**

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of

the Agreement shall not be affected by such determination and shall remain in full force and effect.

**ARTICLE 23**  
**Survivability**

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

**ARTICLE 24**  
**Third Party Beneficiaries/Independent Contractors**

This Agreement is for the benefit of County and Agency. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. Agency acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of County.

Agency shall carry out, or cause to be carried out, all of the services required herein as an independent contractor. Agency acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer, or employee of County.

**ARTICLE 25**  
**Modifications**

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement only may be amended or extended by a written instrument executed by the County and the Agency expressly for that purpose.

**ARTICLE 26**  
**Assignment**

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the County.

**ARTICLE 27**  
**Notices**

All notices required or permitted to be given by a party under this Agreement shall be in writing and be sent to the other party by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, and shall be addressed as follows:

**A. COUNTY:**

Ron Barton, Assistant County Administrator  
Economic Prosperity

*To the following address for U.S. mail:*

Post Office Box 1110  
County Center – 20<sup>th</sup> Floor  
Economic Development Department  
Tampa, Florida 33601 – 1100

*And to the following address for overnight  
delivery service, certified mail or personal delivery:*

County Center – 20<sup>th</sup> Floor  
Economic Development Department  
601 E. Kennedy Boulevard  
Tampa, Florida 33602

**B. AGENCY**

Mr. John Flanagan, CEO  
CareerSource Tampa Bay  
4902 Eisenhower Boulevard, Suite 250  
Tampa, Florida 33634  
Telephone: (813) 397-2024  
Email: [flanaganj@careersourcetampabay.com](mailto:flanaganj@careersourcetampabay.com)

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party. Either party may change its notice address at any time by providing to the other party a notice of that change sent in conformance with the requirements of this Article 30.

**ARTICLE 28**  
**Fiscal Non-Funding Clause**

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the County shall notify the Agency of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Agency. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars which are reduced or become unavailable, the County shall notify the Agency of such occurrence and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Agency.

**ARTICLE 29**  
**Project Publicity**

Pursuant to the BOCC Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the County. The Agency being a not-for-profit corporation receiving public funding or non-monetary contributions through the County shall recognize the County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify the County/BOCC as a funding source. In written materials, the reference to the County must appear in the same size letters and font type as the name of any other funding sources.

**ARTICLE 30**  
**Electronic Signatures Authorized**

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

**ARTICLE 31**  
**E-Verify Requirement**

To comply with Executive Order 12989 (as amended), the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the Agency agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility status of all new employees hired by the Agency during the term of the Agreement. If the Agency enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Agency with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the Agency for the duration of the Agreement or longer as provided in Article 6.

**ARTICLE 32**  
**Entire Agreement**

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**IN WITNESS WHEREOF**, AGENCY and COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

**ATTEST:** Cindy Stuart, Clerk of the Court

**COUNTY:** Hillsborough County, Florida

**By:** \_\_\_\_\_  
Deputy Clerk

**By:** \_\_\_\_\_  
Name: Kimberly Overman  
Title: Chair, Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form and Legal Sufficiency:

**By:** \_\_\_\_\_  
Senior Assistant County Attorney

**ATTEST:** Attest for the AGENCY

**AGENCY:** Tampa Bay Workforce Alliance, Inc.,  
d/b/a CareerSource Tampa Bay

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Chair, Board of Directors

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**BOCC Document Number:** \_\_\_\_\_

**ACKNOWLEDGMENT OF AGREEMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_  
Name and Title of Officer or Agent  
of \_\_\_\_\_, a \_\_\_\_\_ corporation on behalf of the Corporation.  
(Name of Corporation) (State of Incorporation)  
He/she is personally known to me or has produced: \_\_\_\_\_.  
(Type of Identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Date

**EXHIBIT “A”  
SCOPE OF WORK**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Hires Program

**PRIMARY GOAL:** To provide operational and support services for the delivery of summer paid work experience opportunities for up to one hundred ten (110) Hillsborough County youth between the ages of 16 to 24 with emphasis on career exploration, character and leadership development, education, and career development. The Summer Hires Program (“Program”) will introduce participants to the skills and traits necessary to improve their employability and raise their interest in and awareness of career opportunities in Hillsborough County as well as engaging employers in providing paid work experience opportunities for youth.

**PART I – Scope of Services**

The Agency will implement a summer paid work experience program during the 2022 summer school vacation period. The Program includes the following approved Scope of Services on which the County reimbursement is based:

The Agency will provide the following deliverables:

- 1) Management and Administration Up to \$60,435  
Services to be provided: The Agency shall provide monthly management and administration of the Program. Management and administration of the Program shall include, but not be limited to, staff expansion and training, overseeing staff and day-to-day operations, capacity building, serving as the first point of contact for residents and businesses, negotiation of contracts related to Program implementation, providing centralized operations and procedures for delivery of services, meeting with key stakeholders to develop partnerships and Program partners, marketing the program, and submitting reimbursement requests and performance reports.

Unit of Service: A Unit of Service is defined as one (1) month of operational management and administration of the Program. The Agency shall provide six (6) units of service. The Unit of Service rate for units 1–6 is ten thousand seventy-two dollars and fifty cents (\$10,072.50). The total amount paid to the Agency during the Term of this Agreement is not to exceed sixty thousand four hundred thirty-five dollars (\$60,435).

- 2) Summer Paid Work Experience Up to \$335,750  
Services to be provided: Provide part-time paid work experience to Hillsborough County youth between the ages of 16 to 24 to assess their skills and interests, explore careers, make sound educational decisions, and prepare to join our nation’s ever-changing workforce. Youth will participate in Intake Sessions, a Youth Summit and part-time paid work experience. Youth will receive employment support services for recognition and achievement directly tied to attainment of training benchmarks, satisfactory Paid Work Experience, and/or other performance related outcomes. Each youth participant will be paid \$13.00 per hour and work a maximum of 24-hours per week. Household income for eligible youth and their families shall not exceed 200% of HHS poverty guidelines.

Provide up to one-hundred ten (110) Units of Service. A Unit of Service is defined as one (1) eligible youth who completes a summer paid work experience. The Unit of Service rate of pay is up to three thousand fifty-two dollars (\$3,052) per youth served. The Agency agrees that it shall provide these services from June 13, 2022, through August 5, 2022, and that it shall not provide more than one-hundred ten (110) units of service under this Agreement.

The Agency shall maintain the necessary back-up information to document the delivery of the services. A Program Performance Report is to be submitted with each Request for Payment. The Program Performance Report must provide the project details for each period to document the progress in delivering the services and include: the project detail report, the list of participants served, participants home addresses, employer name and address, and amount paid to each youth.

A Final Program Performance Report is due within thirty (30) days after the end of the County's Fiscal Year, outlining the accomplishments over the year. The Final Performance Report will summarize the results of the Program and attach the Payroll Register and Project Detailed Expense reports. The list of the number of youths served shall total no less than the dollar amount requested divided by the unit cost. Individual student files are to be available for on-site review.

## PART II – Total Consideration

For its performance under this Agreement, the Agency will receive funds from the County, on a reimbursement basis not-to-exceed three hundred ninety-six thousand one hundred eighty-five dollars (\$396,185) during the Term. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms up to \$396,185 for the Term of this Agreement, then, any remaining portions thereof which the County has not disbursed to the Agency shall not be available for funding.

If the County determines, through its inspection or review, that the Agency has performed, or is performing fewer than the total agreed upon Units of Service, the total consideration paid to the Agency shall be subject to a pro-rata reduction.

The County shall reimburse the Agency for the amount set forth in the proper Request for Payment Form up to the Unit Rate. If the invoiced amount is more than the Unit Rate and is supported by the appropriate documentation and the Agency has not been reimbursed for the entire Unit Rate in a previous period, the County shall reimburse the Agency for the amount that is set forth in the proper Request for Payment Form up to the amount that is reimbursable for the current Unit Rate and any unreimbursed amount for the Unit Rate in previous periods.

In addition to the BOCC Policy No. 10.04.00.00, that any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the BOCC, any project announcement or publicity event resulting from efforts of the Agency, will be planned in cooperation with the County's Economic Development and Communications Departments for purposes of coordinating County's official County protocol and public recognition. Prior notification to these two Departments for such events will be no less than fifteen (15) working days whenever possible.

Although, not required in this Agreement, the County would be interested in any customer satisfaction surveys or information regarding the delivery of services funded by this Agreement which helps in identifying best practices or improving the services.



**EXHIBIT “B”  
METHOD OF PAYMENT**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Hires Program

Funding in accordance with agreed to amounts will be made upon receipt of a completed Request for Payment Form, Exhibit “C”, and Program Performance Report, Exhibit “D”. In no event, however, shall payments to the organization exceed \$396,185. However, all funding under this Agreement is subject to availability and the amount may be reduced. The County shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance meeting County requirements is required before payment. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate. Individual youth files are to be available for on-site review.

Reimbursement requests may be submitted on a monthly basis with proper backup. Reimbursement requests shall not be submitted for a period less than one month. If the County determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon services, payments to the Agency shall be subject to a pro-rata reduction. Performance will be measured by units, if applicable, or on a percentage of primary service goals completed.

The County’s Fiscal Year commences on October 1<sup>st</sup> and ends on September 30<sup>th</sup> of the following calendar year. Invoices with supporting documentation for services delivered between October 1<sup>st</sup> and September 30<sup>th</sup> must be received no later than September 30<sup>th</sup> of each year to allow closeout of the County’s Fiscal Year.

No County funds will be expended for the Agency’s purchase of equipment, food, beverages or entertainment costs, business memberships or for any event or client services conducted outside of Hillsborough County.

With each request for payment the Agency will provide a Performance Report that shall include the project detail report, the list of participants served, participants home addresses, employer name and address, amount paid to each youth and other information identified in the agreed Scope of Services, detailed in Exhibit “A”. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**EXHIBIT "C"**  
**REQUEST FOR PAYMENT FORM**  
**HILLSBOROUGH COUNTY ECONOMIC DEVELOPMENT DEPARTMENT**  
**P.O. BOX 1110, TAMPA, FLORIDA 33601**  
**(813) 272-6212**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Hires Program

REQUEST NUMBER: \_\_\_\_\_ MONTH: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

**FINANCIAL STATUS REPORT**

| BUDGET CATEGORIES  | TOTAL APPROVED BUDGET | EXPENDITURES    |              | REMAINING BALANCE |
|--|-----------------------|-----------------|--------------|-------------------|
|  |                       | CURRENT REQUEST | YTD REQUESTS |                   |
| Management and Administration Services (\$10,072.50 for units 1-6) | \$60,435              |                 |              |                   |
| Paid Work Experience (Up to \$3,052 per unit)                      | \$335,750             |                 |              |                   |
| <b>TOTAL:</b>  | <b>\$396,185</b>      |                 |              |                   |

I certify that the service covered by this request have been provided to the County in accordance with the terms and conditions of the Agreement and that the documentation provided in the attached Program Performance Report is true, accurate, and complete.

\_\_\_\_\_  
Authorized Agency Signature                      Title                      Date

=====

**FOR COUNTY USE ONLY**

ACCT CODE: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_

P.O. #: \_\_\_\_\_

I verify that Hillsborough County (based upon certification of Agency Official) has received the goods and/or services.

|                       |                                 |             |
|-----------------------|---------------------------------|-------------|
| <u>TYPE OF REVIEW</u> | <u>APPROVED</u>                 | <u>DATE</u> |
| FISCAL                | _____                           | _____       |
| PROGRAMMATIC          | _____                           | _____       |
| DIRECTOR              | _____                           | _____       |
|                       | Ron Barton, Economic Prosperity |             |

COMMENTS: Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the County.

**EXHIBIT "D"**  
**PROGRAM PERFORMANCE REPORT**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Paid Work Experience

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF AGREEMENT COMPLETED \_\_\_\_\_%

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

| <u>ANNUAL UNITS<br/>OF SERVICE<br/>PROVIDED</u> | <u>ANNUAL<br/>PROGRAM<br/>GOAL</u> | <u>REPORT<br/>PERIOD</u> | <u>YEAR TO<br/>DATE</u> | <u>% OF GOAL<br/>COMPLETED</u> |
|---|------------------------------------|--------------------------|-------------------------|--------------------------------|
| Management &<br>Administration                  | <u>6</u>                           | _____                    | _____                   | _____                          |
| Paid Work<br>Experience                         | <u>110</u>                         | _____                    | _____                   | _____                          |

IV. OTHER COMMENTS:

**SUPPORTING ATTACHMENTS:** With each Request for Payment, a Program Performance Report must provide the project details for each period to document the progress in delivering the services. Each Request for Payment shall include the project detail report, the list of participants served, participant's home addresses, employer name and address, and amount paid to each youth.

A Final Program Performance Report will summarize the results of the Program and attach the Payroll Register and Project Detailed Expense reports. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate. Individual youth files are to be available for on-site review.

## **INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT**

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE AGENCY'S ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY/REQUIRED.

Agency: Provide name of Agency as it appears on your Agreement.

Program: Provide title of the program or general service area as contracted.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of the previous report.

I. Accomplishments

Highlight significant or major accomplishments in the County funded program during the report period.

II. Problems

Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action, to include time of implementation, effect on the program, and indicate if there is a need to modify the program, goals, Agreement or funding.

III. Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)

Report statistically on program goal achievements for report period and year-to-date total.

IV. Other Comments

Use this section for general remarks regarding Agency, etc. General information to assist in understanding the program's operation and purpose may be included.

With each Program Performance Report, attach details on Performance. See Exhibit "A", Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Program Performance Report. Additional Financial Reporting and documentation are detailed in Exhibit "B".

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## EXHIBIT “E”

### EQUAL EMPLOYMENT OPPORTUNITY – APPLICABLE STATUTES, ORDERS AND REGULATIONS

#### **HILLSBOROUGH COUNTY, FL**

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

#### **STATE**

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

#### **FEDERAL**

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100-5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

\* **“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Agency agrees as follows:

- (1) The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Agency's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Agency will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Agency will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Agency will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subAgency or vendor. The Agency will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Agency may request the United States to enter into such litigation to protect the interests of the United States

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**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**AGENCY NAME:** CareerSource Tampa Bay

**PROGRAM NAME:** Summer Hires Program

**AGENCY CIVIL RIGHTS STATUS**

All responding Agencies are requested to carefully review the following questions and provide responses as it relates to the Agency's own affirmative action and equal opportunity practices.

Please respond to the following:

1. \*Provide a copy of the Agency's Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).
2. Workforce Analysis by race/sex and EEO category.
3. If the Agency receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the Agency receptive to on-site reviews?
6. Does the Agency have a procedure for resolving discrimination complaints?
7. Has the Agency been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Does the Agency anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the Agency's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months).

\*A written Affirmative Action Plan or Program is required if the Agency has 15 or more employees. If the Agency has fewer than 15 employees, then an Affirmative Action Policy Statement is required.

**SANCTIONS AND PENALTIES**

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

**EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS**

AGENCY NAME: CareerSource Tampa Bay

AGENCY NAME: Summer Hires Program

| JOB CATEGORY*             | TOTAL EMPLOYEES |     | MALES |     |      |     |    | FEMALES |     |      |     |    |
|---------------------------|-----------------|-----|-------|-----|------|-----|----|---------|-----|------|-----|----|
|                           | MALE            | FEM | WHT   | BLK | HISP | API | AI | WHT     | BLK | HISP | API | AI |
| OFFICIALS and MANAGERS    |                 |     |       |     |      |     |    |         |     |      |     |    |
| PROFESSIONALS             |                 |     |       |     |      |     |    |         |     |      |     |    |
| TECHNICIANS               |                 |     |       |     |      |     |    |         |     |      |     |    |
| SALES WORKERS             |                 |     |       |     |      |     |    |         |     |      |     |    |
| OFFICE and CLERICAL       |                 |     |       |     |      |     |    |         |     |      |     |    |
| CRAFTSMAN (SKILLED)       |                 |     |       |     |      |     |    |         |     |      |     |    |
| OPERATIVES (SEMI-SKILLED) |                 |     |       |     |      |     |    |         |     |      |     |    |
| LABORERS (UNSKILLED)      |                 |     |       |     |      |     |    |         |     |      |     |    |
| SERVICE WORKERS           |                 |     |       |     |      |     |    |         |     |      |     |    |
| TOTAL                     |                 |     |       |     |      |     |    |         |     |      |     |    |
|                           |                 |     |       |     |      |     |    |         |     |      |     |    |

\*JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.

(DO NOT LEAVE THIS PAGE BLANK)

HISP: HISPANIC  
 API: ASIAN/PACIFIC ISLANDER  
 AI: AMERICAN INDIAN



**EXHIBIT “E” (continued)**

The Agency’s failure to complete the requirements of these pages may result in the termination of this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE**

The undersigned Agency, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned Agency by the signature of its corporate officer below provides assurance to Hillsborough County of its compliance with Federal, State and County Affirmative Action and Equal Opportunity requirements. The undersigned Agency further assures that it and its subcontractors’ facilities are accessible to persons with disabilities.

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

**ATTEST:** Attest for the Agency  
(Two Witnesses Required)

**AGENCY:** Tampa Bay Workforce Alliance, Inc.,  
d/b/a CareerSource Tampa Bay

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Signature of Authorized AGENCY Representative

**Print Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_