

**AGREEMENT
BY AND BETWEEN
HILLSBOROUGH PINELLAS WORKFORCE DEVELOPMENT CONSORTIUM
AND
TAMPA BAY WORKFORCE ALLIANCE, INC.,
d/b/a CAREERSOURCE HILLSBOROUGH PINELLAS,
A Florida Non-Profit Corporation**

THIS AGREEMENT (“Agreement”) is entered into by and between **HILLSBOROUGH PINELLAS WORKFORCE DEVELOPMENT CONSORTIUM**, located at 601 E. Kennedy Boulevard, 20th Floor, Tampa, Florida 33602 and 13805 58th Street North, Suite 1-200, Clearwater, FL 33760 (“Consortium”) and **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Hillsborough Pinellas**, a Florida non-profit corporation, headquartered at 4350 West Cypress Street, Suite 875, Tampa, Florida 33607 (“Corporation”).

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (“WIOA”) authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Area”); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, (“Florida WIA”), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the WIOA and Florida WIA (“Acts”) require the Chief Elected Officials (“CEO”) of each designated Local Area to establish a Local Workforce Development Board (“LWDB”) and to appoint its members; and

WHEREAS, the Corporation shall be certified as the LWDB for the Local Area, based on the local workforce development board membership requirements described in WIOA sec. 107(b) and 20 CFR 679.320 and for a subsequent certification, the certification shall also be based on the extent to which the Local Area ensures workforce investment activities carried out in the Local Area enabled the Local Area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2); and

WHEREAS, Hillsborough County and CareerSource Tampa Bay previously entered into an Agreement dated June 17, 2020 (20-0565), defining their respective duties and responsibilities for the administration and operation of workforce development programs within the Local Area; and

WHEREAS, Pinellas County and CareerSource Pinellas entered into an Agreement dated June 18, 2004, defining their respective duties and responsibilities, which agreement was subsequently amended; and

WHEREAS, all incorporated and unincorporated areas within Hillsborough County and Pinellas County have been consolidated and designated by the Governor of the State of Florida as the Local Area, as provided by CareerSource Florida, effective July 1, 2024; and

WHEREAS, Corporation will perform multiple functions within the Local Area, this Agreement clarifies how Corporation will carry out these functions in accordance with the Acts, demonstrate internal controls and prevent conflicts of interest; and

WHEREAS, the Consortium and Corporation desire to establish an Agreement which defines the scope of this relationship and their respective duties and responsibilities, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **DEFINITIONS**

- 1.1 For purposes of this Agreement the following terms shall have the meanings ascribed to them below:
- (a) “Acts” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes, collectively;
 - (b) “Administrative Entity” shall mean and refer to the entity designated to serve as support staff to the Consortium and the LWDB and to perform duties such as, but not limited to, administration of the Local Area Workforce Plan, responsible for the allocation of funds, the delivery of performance measured against program objectives, making programmatic decisions, assuring program compliance, ensuring funds are spent in accordance with applicable laws, and operation/management of LWDB contracts, sub-recipient agreements and the one-stop career center(s);
 - (c) “Board of Directors” or “Board” shall mean and refer to the group of appointees to the LWDB who jointly serve as the governing body of Corporation;
 - (d) Chief Elected Officials (“CEO”) shall mean and refer to the “chief elected officials” of the unit of government for the Local Workforce Development Area;
 - (e) “Consortium” shall mean and refer to the group of elected officials appointed by the respective Hillsborough and Pinellas CEOs to act as the chief local elected officials for the designated Region;
 - (f) “Consortium Agreement” shall mean that certain Interlocal Agreement establishing the Consortium between Hillsborough County Board of County Commissioners

(Hillsborough BOCC) and Pinellas County Board of County Commissioners (Pinellas BOCC) as approved by the Pinellas BOCC on November 14, 2023, and the Hillsborough BOCC on November 15, 2023, as it may be amended from time to time;

- (g) “Corporation” or “the Corporation” shall mean and refer to the Tampa Bay Workforce Alliance, Inc. d/b/a/ CareerSource Hillsborough Pinellas;
- (h) “FloridaCommerce” shall mean and refer to the Florida Department of Commerce;
- (i) “Fiscal Agent” shall mean and refer to the entity designated to receive and disburse workforce development funds under a sub-agreement directly with FloridaCommerce. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate, and manage contracts;
- (j) “Florida WIOA” shall mean and refer to the Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes;
- (k) “Hillsborough CEO” shall mean and refer to the “chief elected officials” of the Hillsborough County unit of government for the Local Workforce Development Area, which is the Hillsborough Board of County Commissioners;
- (l) “Hillsborough County” shall mean and refer to the Hillsborough County Government Administration and Staff;
- (m) Local Workforce Development Area (“Local Area”) shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA;
- (n) Local Workforce Development Board (“LWDB”) members shall mean and refer to the appointees by the Consortium who, in partnership with the Consortium, set workforce development policy for the portion of the statewide workforce development system in the Local Workforce Development Area;
- (o) “Pinellas CEO” shall mean and refer to the “chief elected officials” of the Pinellas County unit of government for the Local Workforce Development Area, which is the Pinellas Board of County Commissioners;
- (p) “Pinellas County” shall mean and refer to the Pinellas County Government Administration and Staff;
- (q) “Region” shall mean and refer to the two counties, Hillsborough and Pinellas, served by Corporation;

- (r) "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- (s) 4-year Local Area Workforce Plan ("Local Plan") shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vision and strategic and operational goals.

ARTICLE II
TERM OF THIS AGREEMENT

- 2.1 This Agreement shall be effective from July 1, 2024, through June 30, 2026 ("Term"), unless otherwise terminated as provided for herein. This Agreement will automatically be renewed for successive two-year periods, from July 1 through June 30, unless otherwise terminated as provided for herein.

ARTICLE III
DESIGNATION OF CORPORATION AS THE
ADMINISTRATIVE ENTITY AND FISCAL AGENT;
REAFFIRMATION OF THE CONSORTIUM AS THE LOCAL GRANT RECIPIENT

- 3.1 In accordance with the provisions of the Acts, the parties agree that, subject to the provisions of this Agreement, Corporation shall serve as the Administrative Entity and Fiscal Agent for the Local Area, and shall serve as staff to the LWDB.
- 3.2 The parties further agree and acknowledge that the Consortium is and shall remain the Local Grant Recipient of the WIOA funds allocated to the Local Area.
- 3.3 The parties agree and acknowledge that in the event Consortium determines in its sole discretion that it is necessary to protect the interests of workforce development programs in the Local Area, the Consortium may provide written notice to the LWDB and Corporation informing them of the Consortium's decision to withdraw its designation of Corporation as the Administrative Entity and Fiscal Agent for workforce development programs in the Local Area. The written notice shall specify the date which the withdrawal of designation becomes effective. The Consortium and Corporation shall cooperate to identify and secure alternative parties to perform these functions in accordance with applicable Acts and corresponding regulations. Withdrawal of a designation pursuant to this provision shall not constitute an Event of Default as defined in Article XV of this Agreement.

ARTICLE IV
AUTHORITIES AND RESPONSIBILITIES
OF THE CEO AND THE CONSORTIUM

- 4.1 The Consortium shall have all of the rights, duties and responsibilities of the CEO in accordance with the Acts and corresponding regulations.
- 4.2 The Consortium shall appoint members of the LWDB consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, the requirements of WIOA sec. 107(b)(2), Sec. 445.007, Fla. Stat., and in accordance with Hillsborough Board of County Commissioners and Pinellas Board of County Commissioners Policy, as amended. The LWDB is certified by the Governor every two (2) years. The County residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the respective County and agreed to by the Consortium. The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the Consortium.
- 4.3 The purpose of the LWDB is to provide strategic and operational oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- 4.4 The Consortium shall establish, amend or replace the LWDB by-laws. The by-laws shall be consistent with State policy for LWDB membership. At the Consortium's sole discretion, LWDB members and/or Corporation staff may provide assistance and support in this process by reviewing the by-laws and providing feedback and recommendations prior to Consortium approval. The LWDB may initiate or support this process by providing recommendations for amendment or replacement for Consortium consideration and approval. At a minimum, these by-laws shall address:
 - (a) The nomination process used by the Consortium to select the LWDB Chair and members;
 - (b) The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;
 - (c) The process to notify the Consortium of a LWDB member vacancy to ensure a prompt nominee to fill vacancies as quickly as possible;
 - (d) The proxy and alternative designee process that will be used when a LWDB member is unable to attend a meeting and assigns a designee as per the requirements at 20 CFR § 679.110(d)(4);
 - (e) The use of technology, such as phone and Web-based meetings, that will be used to promote LWDB member participation;
 - (f) The process to ensure LWDB members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and

- (g) A description of any other conditions governing appointment or membership on the LWDB as deemed appropriate by the Consortium.
- 4.5 The LWDB shall select and recommend legal counsel for the provision of advice, support, and guidance on legal services to the Corporation for Consortium approval. The Consortium must approve the process for the Board to select legal counsel.
- 4.6 The Consortium shall have the authority to arrange for and procure at its own cost and expense external audits or agreed upon procedures of any and all programs and finances administered by Corporation on a semi-annual basis or as deemed necessary. This will ensure that Corporation has and maintains adequate administration, controls, and management of programs and funds handled by Corporation including, but not limited to, such activities as receipts and disbursements of funds, monitoring, evaluation and contracting.
- 4.7 One (1) Commissioner from the Hillsborough CEO and one (1) Commissioner from the Pinellas CEO, that during their term of service on the Consortium, will serve as automatically appointed members of the LWDB. The LWDB officer position of 2nd Vice-Chair shall be chosen from the Consortium representatives from each County and shall alternate between the County of representation every one (1) year term. The 2nd Vice-Chair shall not be from the same County as the Consortium Chair during the same program year. The 2nd Vice-Chair shall serve as a member of the LWDB Audit Committee.
- 4.8 The County Administrator or designee from each County shall serve as a LWDB member, as a member-at-large of the LWDB Executive Committee, and as a member of the LWDB Audit Committee.
- 4.9 Each County may designate a County employee to serve as a liaison (“County Liaison”) between the Consortium, County, LWDB and Corporation. The County Liaisons will work with the LWDB and Corporation to ensure all workforce development programs and fiscal operations are consistent with the Consortium’s goals and objectives for workforce development in the Local Area. The County Liaisons shall receive notice of and attend all LWDB meetings and other meetings requiring notice under the Florida Sunshine Law. The salary and other compensation paid to the designated County Liaisons shall be paid from the County of representation’s funds.

ARTICLE V
AUTHORITY AND RESPONSIBILITIES OF CORPORATION

- 5.1 Corporation shall be designated as, and have all of the rights, duties and responsibilities of, the Administrative Entity and Fiscal Agent of the Local Area workforce development programs in accordance with the Acts and corresponding regulations, and State conflict of interest policy.

- 5.2 Corporation is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the Consortium and the Governor.
- 5.3 The LWDB shall select and recommend a Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation for Consortium approval. The Director shall be a contract employee of the Corporation and shall report to the LWDB.

The LWDB shall have the authority to suspend, with or without pay, or remove the Director, Interim Director, or the designated person(s) responsible for the operational and administrative functions of Corporation with or without cause. The Consortium shall have the authority to direct the Board to suspend, with or without pay, or remove the Director, Interim Director or the designated person(s) responsible for the operational and administrative functions of Corporation for cause. Upon receipt of the Consortium's direction, the LWDB shall provide written notice to the Director, Interim Director or designated person(s) of the termination of his or her employment, specifying the date on which the Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation employment shall terminate.

The Director shall have sufficient competence and experience to organize and train staff as necessary to carry out the functions and operations of the Administrative Entity and Fiscal Agent as provided herein. The LWDB must establish and apply a set of qualifications that ensure the Director selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LWDB.

- 5.4 The Director shall hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of Corporation and acting in partnership with the Consortium as provided herein.
- 5.5 The Director and staff shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.
- 5.6 As Administrative Entity, Corporation shall perform the following functions, duties and responsibilities of the LWDB as outlined in the Acts and corresponding regulations and as indicated below coordinate with the Consortium as appropriate:
- (a) Provide or arrange for annual training to LWDB members to ensure they are aware of and fulfilling their roles, responsibilities and functions under WIOA 107(d) and 20 CFR § 679.370 to include an orientation and training for new LWDB members and periodic updates as needed as well as to the Consortium upon request;
 - (b) Develop a 4-year local area workforce plan ("Local Plan") in partnership with and approved by the Consortium and consistent with WIOA section 108. Convene local workforce development system stakeholders to assist in the development of the

Local Plan under 20 CFR § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities;

- (c) Conduct workforce research and Local Area labor market analysis to include:
 - (1) Regular updates of economic conditions, needed knowledge and skills;
 - (2) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act; and
 - (3) Other research, data collection, and analysis related to the workforce needs of the Local Area.

- (d) Lead efforts to engage with a diverse range of employers and other entities to:
 - (1) Promote business representation on the LWDB;
 - (2) Develop effective linkages with employers to support employer utilization of the local workforce development system;
 - (3) Ensure that workforce investment activities meet the needs of employers and support economic growth by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
 - (4) Develop and implement strategies for meeting the employment and skill needs of employers, workers and job seekers.

- (e) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
 - (1) Facilitating connections among the intake and case management information systems of the one-stop partner programs;
 - (2) Facilitating access to services provided through the one-stop delivery system;
 - (3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
 - (4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

- (f) In partnership with the Consortium:
 - (1) Conduct oversight of activities for youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and 134(d), and the entire one-stop delivery system in the Local Area;
 - (2) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the Local Area; and
 - (3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.
- (g) Negotiate and reach agreement on local performance indicators with the Governor and present for Consortium approval as appropriate.
- (h) Negotiate with the required partners on the methods for funding the infrastructure costs of the one-stop career center(s) in the Local Area in accordance with 20 CFR 678.715 and present for Consortium approval as appropriate.
- (i) Select the following providers and where appropriate terminate such providers in accordance with 2 CFR part 200:
 - (1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the LWDB determines there is an insufficient number of eligible training providers in the Local Area, the LWDB may award contracts on a sole-source basis as per the provisions of WIOA section 123(b);
 - (2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
 - (3) Providers of career services through the award of contracts, if the One-Stop Operator does not provide such services; and
 - (4) One-Stop Operators in accordance with 20 CFR §§ 678.600 through 678.635. The designation of or change in the One-Stop Operator shall require the prior agreement of the Consortium.
 - (a) At a minimum, the One-Stop Operator must coordinate the service delivery of required one-stop partners and service providers. The LWDB may establish additional roles of the One-Stop Operator, including, but not limited to: coordinating service providers across

the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a One-Stop Operator must clearly articulate the role of the One-Stop Operator;

- (b) Subject to paragraph 5.6(i)(4)(c) of this section, the One-Stop Operator may not perform the following functions: convene system stakeholders to assist in the development of the Local Plan; prepare and submit Local Plan (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for One-Stop Operators; select or terminate One-Stop Operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the LWDB; and
- (c) An entity serving as the One-Stop Operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest.
- (j) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the Local Area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- (k) Coordinate activities with education and training providers in the Local Area, including;
 - (1) Reviewing applications to provide adult education and literacy activities under WIOA title II to determine whether such applications are consistent with the Local Plan;
 - (2) Making recommendations to the eligible agency to promote alignment with such plan; and
 - (3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

- (l) Develop a budget for the activities of the LWDB with approval of the Consortium and consistent with the Local Plan and the duties of the LWDB.
 - (1) The budget shall be presented to the Consortium in May or June each year prior to the start of Corporation's program year based upon the planning numbers provided by FloridaCommerce. The budget shall include all non-federal revenues and discretionary grants.
 - (2) No later than December, Corporation shall present to the Consortium a "Budget True Up" based upon actual grant allocations and awards, and actual grant carry forward amounts.
 - (m) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the Local Area, in accordance with WIOA sec. 188 Nondiscrimination, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990.
 - (n) Certification of one-stop centers in consultation with the Consortium and State in accordance with 20 CFR 678.800.
 - (o) Ensure the LWDB meets its requirement to conduct business in an open manner under the "sunshine provision" of WIOA and Sec. 445.007, Fla. Stat. This includes but is not limited to posting of the LWDB By-Laws, publicly noticing LWDB Board and Committee Meetings, and posting of LWDB Board and Committee Minutes.
 - (p) Establish and maintain administrative support for all LWDB Board and Committee meetings as determined by the LWDB. Establish and maintain such committees and support as determined by the LWDB By-laws. This includes but is not limited to drafting of the LWDB Board and Committee agenda along with related back up documents and preparing the minutes for Board approval following these meetings.
 - (q) Corporation shall notify the County Liaisons upon the resignation of a LWDB member to allow Consortium to fill vacancies as quickly as possible.
- 5.7 As Fiscal Agent, Corporation shall perform the following functions, roles and responsibilities as outlined in the Acts and corresponding regulations:
- (a) Receive funds;
 - (b) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies;

- (c) Respond and take appropriate corrective action to financial and program findings and observations cited in financial and program monitoring and audit reports;
- (d) Maintain proper accounting records and adequate documentation;
- (e) Prepare timely financial reports including required reports to FloridaCommerce;
- (f) Provide technical assistance to sub-recipients regarding fiscal issues;
- (g) At the direction of the LWDB, Corporation shall have the following additional functions:
 - (1) Procure contracts or obtain written agreements;
 - (2) Conduct financial and program monitoring of service providers; and
 - (3) Ensure independent fiscal and compliance audit in accordance with 2 CFR 200, Part F, of all applicable employment and training programs in accordance with the provisions of this part.
- (h) Conduct a financial audit on not less than a yearly basis.

5.8 Corporation shall have the following additional functions, roles and responsibilities:

- (a) Negotiate and reach agreement on the terms and conditions of the Grantee-Subgrantee Agreement between Corporation and FloridaCommerce with agreement of the Consortium;
- (b) Monitor progress toward the achievement of the performance measures set forth in the Local Plan. The Director shall present a report on such progress semi-annually to the Consortium. The frequency of this report may be changed at the Consortium's sole discretion. This report shall also include, but not be limited to, results of FloridaCommerce monitoring and compliance reports, budget updates, and any professionally secured surveys to determine the level of satisfaction the customers have in the delivery of workforce development programs and services in the Local Area;
- (c) Develop and manage outreach and recruitment efforts to employers and job seekers for the workforce development system in the Local Area;
- (d) Develop and manage a process to hear and resolve all grievances or complaints filed by staff, participants and other interested or affected parties as required by the Acts, Regulations or State Laws, and providing a report on such quarterly to the County Liaisons;

- (e) Corporation may seek and compete for and accept grants and donations from sources other than Federal and State funds made available under the Acts. All new applications and approvals for grants and donations shall be reported to the LWDB;
 - 1. All local government workforce development funds (Non-Federal) must be allocated on behalf of each County as said funds are allocated by the local government. These funds may not be reallocated to another County within the Local Area.
 - 2. All non-public revenues and grant funds (unrestricted) will be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific purpose only by unanimous vote of the Consortium members.
- (f) Monitor progress of all sub-recipients and vendors in the achievement and performance of their contracted services. Take action against any sub-recipient or vendor for abuse in the program it is operating in order to protect the funds and the integrity of the program;
- (g) Corporation shall timely comply with all the filing and other requirements mandated by the Florida Non-Profit Corporation Statute and all tax requirements;
- (h) Corporation shall secure and maintain in force a Directors and Officer's Insurance Policy for the protection of itself which shall include libel and slander, employment practices liability insurance including defense, if available, and errors and omission insurance.
- (i) In accordance with 20 CFR Section 661.307, 29 USC Section 3122(e), and Sec. 445.007 Fla. Stat., Corporation shall conduct business in an open manner as required by WIOA and the applicable Florida Statutes, by making available to the public, on a regular basis through open meetings, information about the activities of the LWDB and Corporation, including information about the Local Plan before submission of the plan, and about LWDB and Corporation membership, the development of significant policies, interpretations, guidelines, and definitions, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the LWDB and Corporation; and
- (j) Corporation shall immediately notify Consortium and the LWDB of any notices, claims, actions or other communications asserting any claim or demand for disallowed costs from any Federal, State or other agency or authority. Corporation agrees to the Consortium's participation in any proceeding, negotiation, or litigation to the extent the Consortium deems necessary to protect its interests. The Consortium's approval shall be required prior to any final settlement of a claim or demand for disallowed costs from any Federal, State or other agency or authority.

ARTICLE VI
AUTHORITIES AND RESPONSIBILITIES HELD
JOINTLY BY THE CONSORTIUM, COUNTIES AND CORPORATION

- 6.1 It is the joint responsibility of all parties to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers and employers in Hillsborough and Pinellas County. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.
- 6.2 Both parties may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the “sunshine provision” of WIOA and State legislation.
- 6.3 In the event Corporation is found responsible for any disallowed costs under WIOA or Florida WIOA, through whatever means, Corporation and the Consortium will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, Corporation will have first responsibility for repayment, through its insurance, bonds, and non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If Corporation’s insurance, bonds, or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the Consortium and the respective County CEOs may be liable only if, and to the extent, required by the Acts, for repayment or for the balance of repayment, after all Corporation resources have been exhausted, of the funds which are subject to such demand.

ARTICLE VII
INSURANCE REQUIREMENTS

- 7.1 Corporation shall procure and maintain throughout the Term of this Agreement, on behalf of itself, each County and Consortium, the insurance specified on, and as required by, Exhibit “A”, Insurance Requirements, attached hereto and incorporated by reference herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.
- 7.2 Corporation shall ensure that each County and Consortium are named as additional insured as to the actions of the LWDB, Corporation, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to Corporation during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by Corporation pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for 30 days prior written notice to each County and Consortium of any cancellation, intent not to renew, or reduction in the policy coverage.

- 7.3 This Agreement is contingent upon Corporation furnishing to each County and Consortium, a Certificate of Insurance and any other required documents within ten business days after Consortium approval of this Agreement and when otherwise requested.
- 7.4 Corporation agrees that each of its contracted service providers for the services covered by this Agreement shall be bound by any and all insurance requirements contained herein.

ARTICLE VIII
INDEMNIFICATION

- 8.1 To the extent not otherwise limited by applicable law, Corporation shall indemnify, hold harmless and defend the Consortium and Counties, and the respective agents and employees of the Counties (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 Corporation, 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 Corporation, 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 Corporation 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.

ARTICLE IX
FILING OF AGREEMENT
MODIFICATION OR AMENDMENTS

- 9.1 This Agreement may be amended or modified in a writing agreed to and executed by both of the parties hereto.

ARTICLE X
OTHER TERMS AND CONDITIONS

- 10.1 Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party.
- 10.2 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.

- 10.3 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.
- 10.4 This Agreement is governed by the laws of the State of Florida, and venue shall be in Hillsborough County.

ARTICLE XI
MAINTENANCE AND REVIEW OF RECORDS

- 11.1 Corporation 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 five (5) years from the date of final payment of such funds to Corporation, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such five (5) or longer period is hereinafter referred to as the "Audit Period").
- 11.2 The Consortium and each County and its authorized agents shall have the right, and Corporation, and its subcontractors, as applicable, will permit the Consortium and its authorized agents, including but not limited to, each 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 each County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as each County or the Consortium may deem necessary during the Audit Period. The Consortium and each County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. Corporation shall insure that any such subcontractor shall recognize the Consortium and each 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 Corporation under this Agreement. If an audit is begun by the Consortium, each 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 XI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII
EQUAL OPPORTUNITY: NON-DISCRIMINATION CLAUSE

- 12.1 Corporation shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) and Pinellas County, Florida – Code of Ordinances, Chapter 70, 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.

- 12.2 Corporation 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.
- 12.3 At the time of execution of this Agreement by Corporation, Corporation shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "B", and incorporated by reference herein.

ARTICLE XIII
STATEMENT OF ASSURANCE

- 13.1 During the performance of this Agreement, Corporation herein assures the Consortium that Corporation is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Acts of 1992, as amended, in that Corporation does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Corporation employees or applicants for employment. Corporation understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, Corporation herein assures the Consortium that Corporation will comply with Title VI of the Civil Rights Act of 1964 and Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
- 13.2 Corporation shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement and Corporation's designation as a governmental entity, and the Stevens Amendment.

ARTICLE XIV
COMPLIANCE WITH APPLICABLE LAWS

- 14.1 The Consortium and Corporation shall comply with the requirements of all federal, state and local laws, and the rules and regulations promulgated thereunder applicable to this Agreement.

ARTICLE XV

TERMINATION CLAUSES

- 15.1 This Agreement is subject to funding availability. Corporation shall provide written notice to the Consortium within twenty-four (24) hours of receipt of notice that its WIOA or other funding has been reduced or become unavailable. In the event sufficient Consortium funds, if applicable, or WIOA or any other funds to fund this Agreement become reduced or unavailable, the Consortium may terminate this Agreement, without penalty or expense to the Consortium, upon no less than twenty-four (24) hours written notice to Corporation. The Consortium shall be the final authority as to the availability of Consortium funds.
- 15.2 Each of the following shall constitute an Event of Default:
- (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until the non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting party to correct the same within thirty (30) days from the date of such notice;
 - (b) The written admission by Corporation that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by Corporation to the appointment by a court of a receiver or trustee or the making by Corporation of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Corporation's property or business, or the dissolution or revocation of Corporation's corporate charter.
- 15.3 In the event of the occurrence of an event of default in accordance with 15.2 herein by Corporation of any of the terms, provisions or conditions of this Agreement, the Consortium shall have the right to terminate this Agreement, without penalty or expense to the Consortium, upon no less than twenty-four (24) hours written notice to Corporation.
- 15.4 The Consortium shall also have the right to terminate this Agreement without cause, without penalty or expense to the Consortium, upon no less than thirty (30) days written notice to Corporation.
- 15.5 Upon receipt by Corporation of a written termination notice from Consortium pursuant to this Article XV: (i) Corporation shall not expend any funds, nor incur any costs or expenses requiring payment, unless such payment or the incurrence of such costs is approved in advance by the County Administrators or designees; (ii) at the request of the Consortium, Corporation shall immediately return all unexpended funds to the Consortium; and (iii) the Consortium shall have the right to access and collect all unexpended funds in any and all Corporation bank accounts, and Corporation shall promptly execute all documents necessary to ensure that Consortium has such access to Corporation bank accounts.

- 15.6 The Consortium shall attempt to amicably resolve any dispute or disagreement with Corporation prior to Consortium's exercise of any of the termination rights provided in this Article.

ARTICLE XVI
E-VERIFY REQUIREMENT

- 16.1 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 Corporation 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 Corporation during the term of the Agreement. If the Corporation enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Corporation 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 Corporation for the duration of the Agreement or longer as provided in Article XI.

ARTICLE XVII
RESTRICTION ON FUNDING FOR IDENTIFICATION

- 17.1 Corporation is prohibited from using any funds paid by the Consortium under this Agreement to provide funds to any person, entity, or organization to issue or secure identification documents to or for any individual who does not provide proof of lawful presence in the United States.

ARTICLE XVIII
PROHIBITION AGAINST ECONOMIC INCENTIVES FOR FOREIGN ENTITIES

- 18.1 Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Corporation is required to provide an executed affidavit (in the form attached hereto as Exhibit "C") signed under penalty of perjury verifying that the Corporation is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the Consortium is prohibited from contracting with under Florida law.

ARTICLE XIX
ACCESS TO RECORDS

- 19.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services and Corporation is required by Sec. 445.007(1) to comply with Chapter 119 of the Florida Statutes. As stated below,

Corporation may contact the Counties' Custodian of Public Records with questions regarding the application of the Public Records Law.

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

- (a) 813-272-6210**
- (b) bartonr@hcfl.gov**
- (c) Ron Barton, Assistant County Administrator, Economic Prosperity, 601 E. Kennedy Blvd., 20th Floor, Tampa, Florida 33602**

Or

- (a) (727) 464-7445**
- (b) cyjohnson@pinellascounty.org**
- (c) Dr. Cynthia Johnson, Director, Pinellas County Economic Development, 13805 58th Street North, Suite 1-200, Clearwater, FL 33760**

19.3 Corporation will comply with public records law, and agrees to:

- (a) Keep and maintain the Consortium's and the Corporation's public records as required to perform the services.**
- (b) Upon request from either County's custodian of public records, provide 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.**
- (c) 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 contract term and following completion of the Agreement if Corporation does not transfer the records to the Consortium.**
- (d) Upon completion of the Agreement, transfer at no cost to the Consortium, all public records in possession of Corporation or keep and maintain public records required**

by the Consortium to perform the service. If Corporation transfers all public records to the Consortium upon completion of the Agreement, Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Corporation keeps and maintains public records upon completion of the Agreement, Corporation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Consortium, upon request from the Counties' custodian of public records, in a format that is compatible with the information technology systems of the Consortium.

- 19.4 Failure of Corporation 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 Agreement by the Consortium.

ARTICLE XX **NOTICES**

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

If to the LWDB and Corporation:

Tampa Bay Workforce Alliance, Inc.
d/b/a CareerSource Hillsborough Pinellas
4350 West Cypress St, Ste 875
Tampa, Florida 33607
Attention: Sheila Doyle, Co-Interim CEO

Tampa Bay Workforce Alliance, Inc.
d/b/a CareerSource Hillsborough Pinellas
13805 58th Street North, Suite 2-140
Clearwater, FL 33760
Attention: Steven Meier, Co-Interim CEO

If to the Consortium and the County:

Hillsborough County
Economic Development Department
601 E. Kennedy, 20th Floor
Tampa, Florida 33602
Attention: Ron Barton, Assistant
County Administrator

Pinellas County
Economic Development
13805 58th Street North, Suite 1-200
Clearwater, FL 33760
Attention: Dr. Cynthia Johnson

- 20.2 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 XX.

ARTICLE XXI
ENTIRE AGREEMENT

- 21.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. On the Term effective date this Agreement supersedes and replaces the Pinellas County and CareerSource Pinellas agreement and the Hillsborough County and CareerSource Tampa Bay agreements, both of which are hereby terminated.

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IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement as of the date and year first written above.

ATTEST: Cindy Stuart, Clerk of Circuit Court

CONSORTIUM: Hillsborough Pinellas Workforce Development Consortium

By: [Signature]
Deputy Clerk



By: [Signature]
Chairman, Hillsborough Pinellas Workforce Development Consortium

ATTEST: For the CORPORATION

CORPORATION: TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CAREERSOURCE HILLSBOROUGH PINELLAS

(Two Witnesses Required)

By: [Signature]
Print Name: Kelly Goodpasture

By: [Signature]
Print Name: Sean Butler
Authorized Representative

By: [Signature]
Print Name: Jessica Jenkins

Approved as to Form and Legal Sufficiency:
Katherine M. Benson
By: _____
Assistant County Attorney – Hillsborough

Approved as to Form and Legal Sufficiency:
APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney
By: _____
Assistant County Attorney – Pinellas

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 24-0621

Approved as to Form and Legal Sufficiency:
Stephanie Marchman
By: _____
Counsel for the LWDB

Digitally signed by: Stephanie Marchman
DN: CN = Stephanie Marchman email = stephanio.
/mpmarchman@gray-robinson.com C = AD
Date: 2024.08.14 14:37:04 -0400

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF FLORIDA

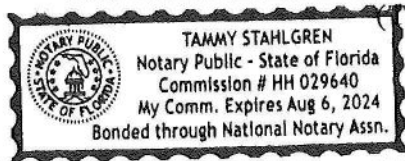
COUNTY OF Hillsborough

On this 18 day of June, 2024, before me the undersigned authority, personally appeared Sean Butler, to me known to be the individual (Name)

described in and who executed the foregoing instrument as Board Chair of Tampa Bay Workforce Alliance Inc d.b.a. CareerSource Hillsborough Pinellas (Title) (Organization Name)

a Florida corporation, and who severally and duly acknowledged the (State)

execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification.



(Official Notary Signature and Notary Seal)

Tammy Stahlgren

(Name of Notary typed or printed, or stamped. If stamped, it must be in addition to and separate from the Notary Stamp.)

029640
(Commission Number)

August 6, 2024
(Commission Expiration Date)

EXHIBIT "A"
INSURANCE REQUIREMENTS

Corporation's Liability Insurance:

The Corporation shall procure and maintain in force such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Corporation's operations under this Agreement, whether such operations be by the Corporation or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Corporation will file with the Consortium and each County a certificate of such insurance, acceptable to the Consortium and each County. These certificates shall contain a provision for cancellation as found in Section D immediately below. A current certificate of insurance meeting the Consortium and each County's requirements is required before payment for any services under this Agreement.

Insurance Required:

- A. General: The Corporation shall procure and maintain insurance of the types and to the limits specified in paragraphs B(1) through B(4) below. All policies of insurance under this Agreement shall include as additional insured the Consortium and each County and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.
- B. Coverage: The Corporation shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:
1. Workers' Compensation - The Corporation shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers' Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the Corporation shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability

Limit Each Accident	\$100,000.00
Limit Disease Aggregate	\$500,000.00
Limit Disease Each Employee	\$100,000.00

2. Commercial General Liability* - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

Bodily Injury and Property Damages - Each Occurrence	\$1,000,000.00
Damages to Rented Premises - Each Occurrence	\$50,000.00
Medical Expenses - Any One Person	\$5,000.00
Personal and Advertising Injury - Each Occurrence	\$1,000,000.00
Products/Completed Operations - Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

<u>Bodily Injury & Property Damage Liability:</u>	
Combined Single Limit Each Accident	N/A

4. Professional Liability/Errors and Omissions Insurance is required and shall include libel and slander:

Minimum	\$1,000,000.00
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5. Cyber Liability Insurance is required:

Minimum	\$1,000,000.00
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- C. Certificate of Insurance and Copies of Policies - Certificates of Insurance will be furnished by Corporation evidencing the insurance coverage specified in the previous paragraphs B(1) through B(5) inclusive, and on request of the Consortium and each County certified copies of the policies required shall be filed with the Risk Management and Safety Office of the County. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of the Corporation under this Agreement (excluding the workers' compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Corporation shall cause renewal Certificates of Insurance to be furnished to the Consortium and each County thirty (30) days prior to the date of their expiration.

- D. Cancellation: Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Corporation shall ensure that the insurer will

not cancel same until up to thirty (30) days prior written notice has been given to the above named certificate holder. This prior notice provision is a part of each of the above.

***Any required insurance marked with an * must include "Consortium", "Hillsborough County BOCC" and "Pinellas County BOCC" as an Additional Insured, and this must be indicated on the insurance certificate.**

EXHIBIT "B"
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 I, § 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 Corporation agrees as follows:

- (1) The Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Corporation 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 Corporation 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 Corporation will, in all solicitations or advertisements for employees placed by or on behalf of the Corporation, 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 Corporation 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 Corporation's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Corporation 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 Corporation 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 Corporation'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 Corporation 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 Corporation 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 subcontractor or vendor. The Corporation 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT "C"
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Corporation is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Sean Butler

Title: Board Chair

Signature: 

Date: 6/19/2024