

RESOLUTION NO. 2022- 155

A RESOLUTION AUTHORIZING THIS FIRST AMENDMENT TO THE PAID WORK EXPERIENCE AGREEMENT BETWEEN THE CITY OF TAMPA AND CAREER SOURCE TAMPA BAY FOR THE INCREASE IN HOST WEEKS AND INCREASE IN THE HOURLY WAGE RATE; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, CareerSource Tampa Bay (“CSTB”) provides work experience opportunities for program participants local to the Tampa area through worksite hosts as part of its Paid Work Experience Training Program (“Program”); and

WHEREAS, the City of Tampa (“City”), desires to coordinate with CSTB by providing work experience opportunities under the Program by serving as a worksite host; and

WHEREAS, the City and the CSTB entered into an Original (“Agreement”) July 1, 2021 pursuant to Resolution 2021-367 for the purpose of participating in the Program; and

WHEREAS, the City and the CSTB desire to amend the Agreement for the purpose of increasing the number of host weeks a participant may provide from twelve (12) weeks to twenty (20) weeks; and

WHEREAS, the City and CSTB desire to increase the wages paid for host hours from twelve dollars (\$12.00) per hour to thirteen dollars (\$13.00) per hour; and

WHEREAS, CSTB will continue to provide all funding for the payment of host hours through the Program.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That this (“First Amendment”) to the Agreement between the City and CSTB, a copy of which is attached hereto and by reference made a part hereof, is approved in its entirety or in substantially similar form.

Section 2. That the Mayor is authorized to execute and the City Clerk to attest the First Amendment between the City and CSTB for the increase in the number of host weeks from twelve (12) weeks to twenty (20) weeks and increase in wage rate for host hours from twelve dollars (\$12.00) per hour to thirteen dollars (\$13.00) per hour.

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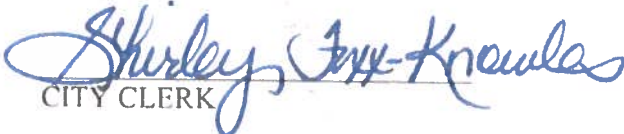
Section 3. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and provisions of this Resolution.

Section 4. That this Resolution shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall file a fully executed copy of this First Amendment in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,
FLORIDA ON** FEB 17 2022

ATTEST:


CITY CLERK


CHAIRMAN, CITY COUNCIL

Approved As To Form:

e/s Carl Brody
Assistant City Attorney



**FIRST AMENDMENT
TO THE
PAID WORK EXPERIENCE AGREEMENT
BY AND BETWEEN
TAMPA BAY WORKFORCE ALLIANCE INC. DBA CAREERSOURCE TAMPA BAY
AND
The City of Tampa**

This First Amendment is made and entered into by and between Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (“CSTB”) and The City of Tampa (“Worksite Host”).

RECITALS:

WHEREAS, CSTB has established a Paid Work Experience (PWE) program for the provision of paid work experience to participants in Hillsborough County; and,

WHEREAS, CSTB and the Worksite Host entered into a mutual Agreement (“the Agreement”) effective July 1st, 2021 to place CSTB participant(s) with Worksite Host for the provision of said paid work experience; and,

WHEREAS, **Section I. Term** of the Agreement allows for modifications to the Agreement when they are rendered in writing and executed by CSTB and the Worksite Host.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Agreement is hereby amended as follows:

1. The aforesaid recitals are true and incorporated herein by this reference.
2. *Section I. Term* shall be deleted in its entirety and replaced as follows:

This Agreement between CSTB and Worksite Host will replace and supersede any prior contract or agreement between the parties, regarding the Youth paid work experience program, and will be executed upon signatures of both parties. The Agreement will remain in effect until December 31st, 2021 and will be automatically renewed for up to three (3) additional one-year periods. The subsequent annual periods will renew on January 1, 2022, January 1, 2023, and January 1, 2024.

This Agreement will automatically renew, unless it is terminated by either party providing written notice to the other no later than ninety (90) days prior to the expiration of the then current term. In addition, either party may terminate this Agreement, with or without cause, at any time by giving twenty-four (24) hours written notice to the other party.

3. *Section II., Worksite Host Responsibilities Under This Agreement*, item number 15 and *Section III., CareerSource Tampa Bay Responsibilities under this Agreement*, item 5, the maximum work experience shall be amended to add eight (8) weeks and thereby increase the number of weeks from no more than twelve weeks to no more than twenty weeks.



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3. *Section II., Worksite Host Responsibilities Under This Agreement*, item number 15 and *Section III., CareerSource Tampa Bay Responsibilities under this Agreement*, item 5, the maximum work experience shall be amended to add eight (8) weeks and thereby increase the number of weeks from no more than twelve weeks to no more than twenty weeks.

- 4. Section III. CareerSource Tampa Bay Responsibilities Under This Agreement, item number 5, the Paid Work Experience wage rate shall be amended to add \$1.00 and thereby increase the wage rate from \$12.00 to \$13.00, effective October 1, 2021.

In the event any section, sentence, clause, or provision of this Amendment is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of Amendment shall not be affected by such determination and shall remain in full force and effect.

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

The other terms and conditions of the Agreement, as modified herein, which do not conflict with this Amendment, are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, as previously modified, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the last date set forth below by their respective representatives:

Worksite Host:

The City of Tampa

Organization Name

Jane Casto

Authorized Representative (Signature)

Jane Casto

Authorized Representative (Print Name)

Mayor

Job Title

| |
|---|
| The execution of this document was authorized by Resolution No. _____ |
| _____ (signature) |
| <input type="checkbox"/> City Attorney |
| <input checked="" type="checkbox"/> Assistant City Attorney |

ATTEST:

Shirley Fox-Kowals
CITY CLERK/DEPUTY CITY CLERK

2/24/22

Date

Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

John Flanagan

Authorized Representative (Signature)

John Flanagan

Authorized Representative (Print Name)

President & CEO

Job Title

1/20/2022

Date