



Tuesday, June 2, 2020 4:30 PM  
ZOOM Meeting

## Special Executive Committee Agenda

- 4:30 PM    **I. Welcome and Roll Call** ..... Sean Butler, Chair
- II. Public Comments**
- III. Action Item**
1. Contract between Hillsborough County and CareerSource Tampa Bay for \$25 million,  
                   to facilitate CARES Act program ..... John Flanagan
- IV. Future Business**
- 5:00 PM    **V. Adjournment**

**Next Executive Committee Meeting June 18, 2020**





## **Action Item # 1**

### **Contract between Hillsborough County and CareerSource Tampa Bay for \$25 million, to facilitate CARES Act program**

#### **Background:**

On May 6<sup>th</sup>, 2020, The Hillsborough County Board of County Commissioners unanimously passed a proposal to direct CARES act funding to CareerSource Tampa Bay. An initial \$25 million was directed to CSTB to assist job seekers and businesses who have been adversely affected by COVID-19. The following services will be provided to eligibility participants:

1. Direct placement through on the Job Training and Work Experience;
2. Short term, certificate training for participants in high priority occupations and industries.

The CARES program will be facilitated through a modified cost reimbursement process.

#### **Recommendation:**

Approve contract between Hillsborough County and CareerSource Tampa Bay for \$25 million, to facilitate CARES Act program. This agreement will cover the time period June 2, 2020 to December 30, 2020.

**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, INC.,  
A Florida Non-Profit Corporation  
(COVID-19 Job Training and Placement Relief Program)**

**THIS AGREEMENT** (“Agreement”) is made and 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, Inc., a Florida non-profit Corporation, existing under the laws of the State of Florida, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“Agency”). The foregoing entities individually are sometimes referred to herein as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the State of Florida and Hillsborough County are experiencing a threat to the personal health and welfare of the residents of Hillsborough County due to the outbreak of COVID-19; and,

**WHEREAS**, the World Health Organization has declared COVID-19 to be a pandemic; and,

**WHEREAS**, on March 27, 2020, the United States Government enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to, among other things, provide federal funding to certain local governments to use for expenditures incurred due to the COVID-19 pandemic; and,

**WHEREAS**, pursuant to CARES Act, the federal government granted such funding to Hillsborough County for such use; and,

**WHEREAS**, the County intends to utilize a portion of such funding (the “CARES Act Funding”) to assist those affected residents experiencing second-order effects of the emergency, specifically residents experiencing employment or business interruptions due to COVID-19-related business closures; and,

**WHEREAS**, the County has determined that the best interests of Hillsborough County residents will be served by the Agency providing short-term occupational skills training, direct job placement, and employment assistance supportive services; and,

**WHEREAS**, the County believes it to be in the public interest to provide such services through the Agency for the residents of Hillsborough County who are in need of such services and have been economically-injured by the COVID-19 pandemic; 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 residents of Hillsborough County; and,

**WHEREAS**, the Agency acknowledges that it must follow all guidance and requirements of the federal government regarding the use of CARES Act Funding; 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; and

**WHEREAS**, this Agreement shall inure to the mutual benefit of the Parties.

**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 staff and resources needed for delivery of these services as 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 June 1, 2020, until December 30, 2020 (“Term”), unless sooner terminated in accordance with this Agreement.

#### **ARTICLE 4**

##### **Consideration and Payment; Funding Source Acknowledgement and Affirmative Covenant**

For its performance under this Agreement as provided for in Exhibit “A”, Scope of Services, and other applicable terms of this Agreement, the Agency will receive funds from the County, on a reimbursement basis, for the services described in Exhibit “A” as full compensation for all work done, materials furnished and costs and expenses incurred by the Agency in response to a declared State of Emergency, in an amount not to exceed twenty-five million dollars (\$25,000,000) for the Term, unless otherwise authorized by the County in a written modification to this Agreement; provided, that the County Administrator or designee, on behalf of the

COUNTY, may decrease the not to exceed amount by the amount corresponding to an increase or decrease in the Units of Service provided by the Agency under this Agreement.

Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment Forms totaling the funded amount for such period, then, any remaining portions thereof which the County has not provided to the Agency shall not be available.

All payments provided for in this Agreement will be made in accordance with the procedures specified in Exhibit “B”, Method of Payment, and Exhibit “C”, Request for Payment Form, both of which are attached hereto and incorporated herein by reference. The Agency shall submit program performance report(s) in accordance with Exhibit “D”, Program Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

The Agency acknowledges that the County intends to utilize the CARES Act Funding to make reimbursement payments to the Agency for the services described in Exhibit “A”, Scope of Services, and further acknowledges that the CARES Act Funding may be utilized only for the uses authorized by the CARES Act. Accordingly, the Agency covenants that the services to be provided by the Agency pursuant to this Agreement will be limited to only those services for which the CARES Act Funding may be utilized under the CARES Act. *See generally* Exhibit “G”, Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, April 22, 2020.

## **ARTICLE 5**

### **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 pertaining to such services, including but not limited to property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CARES Act Funding, which among other things, shall enable ready identification of the Agency’s cost of goods and use of funds, for a period of six (6) years from the date of final payment of such funds to the Agency, or its subcontractors, as applicable, under this Agreement or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such six-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 6**  
**Financial Reports and Program Reporting Requirements**

The Agency shall submit to the County within one hundred and eighty (180) 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 180-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 180-day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

**ARTICLE 7**  
**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 CSTB. 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) 813-273-3684
- ii) kimballl@hillsboroughcounty.org
- iii) Lindsey Kimball, Director, 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 8**  
**Indemnification**

To the extent not otherwise limited by applicable law, the Agency shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners (“BOCC”), and the respective agents and employees of the County (all of the foregoing shall hereinafter collectively be referred to as 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 at the trial and all appellate levels, 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 or breach of any provision or covenant of this Agreement or applicable law by the 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 the Agency, any subcontractor, heir, assign, or 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 the Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

**ARTICLE 9**  
**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 the Agency, the Agency shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "E" and incorporated herein.

**ARTICLE 10**  
**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 11**  
**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 12**  
**Compliance With Applicable Laws**

The Agency shall comply with the requirements of all applicable federal, state and local laws and the guidelines, rules and regulations promulgated thereunder including, and specifically including, but not limited to the CARES Act.

**ARTICLE 13**  
**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 14**  
**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 15**  
**Termination of Agreement**

In addition to the exercise of any other remedies available to it at law or in equity, the County may terminate this Agreement for the Agency's non-performance, as solely determined by the County, upon no less than seven (7) days written notice to the Agency.

The County also may terminate this Agreement without cause upon fifteen (15) days prior written notice to the Agency. 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 undertaken by the Agency prior to the effective date of the termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

**ARTICLE 16**  
**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 17**  
**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 18**  
**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 19**  
**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 20**  
**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 21**  
**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 22**  
**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 23**  
**Third Party Beneficiaries/Independent Contractor**

This Agreement is for the benefit of the County and the 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 the County.

**ARTICLE 24**  
**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 25**  
**Assignment**

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

**ARTICLE 26**  
**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:**

Ms. Lindsey Kimball, Director  
Economic Development Department

*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

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 27**  
**Fiscal Non-Funding Clause**

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced, unavailable, or are subsequently determined not to be eligible to fund this Agreement, including, but not limited to, federal or state funds, 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-hours (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. The County shall pay the Agency for services rendered by the Agency prior to the effective date of termination. Any costs incurred by the Agency after the effective date of termination will not be reimbursed.

**ARTICLE 28**  
**Insurance**

The Agency shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the County, the insurance specified on, and as required by, Exhibit “F”, Insurance Requirements, attached hereto and incorporated herein by reference, and as stated below in this Article. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Agency shall ensure that the County and the BOCC are named as additional insured parties as to the actions of the Agency, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Agency during the performance of this Agreement, on (1) all auto liability policies and general liability policies required to be obtained by the Agency pursuant to this Agreement, and (2) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies also shall contain a Severability of Interests provision. Every insurance policy must provide for thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage. A current certificate of insurance meeting County requirements is required before payment.

**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 non-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**  
**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, the Agency and the County respectively, have caused this Agreement to be executed by their duly authorized representatives.

**HILLSBOROUGH COUNTY:**

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

Name: Michael S. Merrill

Title: County Administrator

\_\_\_\_\_  
Date

Approved as to Form and  
Legal Sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

**AGENCY: TAMPA BAY WORKFORCE  
ALLIANCE, INC., d/b/a  
CAREERSOURCE TAMPA BAY, INC.**

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

Name: Sean Butler

Title: Chairman, Board of Directors of  
CareerSource Tampa Bay, Inc.

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF AGREEMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned authority,  
personally appeared \_\_\_\_\_,  
(Name)  
described in and who executed the foregoing instrument as \_\_\_\_\_ of  
(Title)  
\_\_\_\_\_, a \_\_\_\_\_ corporation, and who severally and  
(Organization Name) (State)  
duly acknowledged the 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 \_\_\_\_\_  
(Type of Identification)  
as identification.

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

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

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Commission Expiration Date)

**EXHIBIT “A”  
SCOPE OF SERVICES**

AGENCY: CareerSource Tampa Bay

PROGRAM: COVID-19 Job Training and Placement Relief Program

PRIMARY GOAL: To provide operational and support services for the delivery of workforce reemployment and retraining programs for dislocated, unemployed and under-employed Hillsborough County residents and businesses that suffered economic injury due to the COVID-19 outbreak with emphasis on placement of residents affected by COVID-19 into employment.

PART I – Scope of Services

CareerSource Tampa Bay, Inc., hereinafter referred to as “Agency”, will provide the staff and resources needed for delivery of this Program to increase the ability of residents to improve their employability by providing training assistance, paid work-based learning opportunities, a retention incentive to businesses, and employment assistance supportive services. The Program includes the following approved Scope of Services on which the County reimbursement is based:

The Agency will provide the following deliverables:

- 1) Program Preparation and Launch Up to \$30,000  
Startup costs eligible for reimbursement: In order to properly provide the services in this Agreement it is necessary and reasonable that the Agency will need to incur significant upfront costs. These costs include such items as: overhead expenses, equipment purchases (computers, remote technology to equip staff assigned to COVID-19 Job Training and Placement Relief Program), marketing/outreach materials to attract economically-injured residents, expenses related to temporary contract staff for program implementation, and internal project management and temporary staff.

Upon execution of this Agreement, the Agency may request payment of up to thirty thousand dollars (\$30,000) to support immediate Program Preparation and Launch.

- 2) Management and Administration Up to \$3,470,000  
Services to be provided: The primary goal of the Program is to provide workforce related economic recovery services and resources for Hillsborough County residents and businesses that suffered economic impact due to the COVID-19 outbreak. The Agency shall provide initial planning and development services and monthly management and administration of the Program.

Planning and development activities for start-up of the Program shall include, but not be limited to, capacity building, staff expansion and training, procurement of needed office space and equipment, conducting market research, meeting with key stakeholders to develop partnerships and Program partners, creation of a marketing plan to include collateral materials and an advertising strategy.



Management and administration of the Program shall include, but not be limited to, overseeing staff and day-to-day operations, 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, and submitting reimbursement requests and performance reports. These costs represent immediate expenditures through payroll. More specifically, the costs associated with direct and indirect staff shall include: Finance staff to process invoices, manage budget and forecasting, reporting requirements; and Program and Contract staff to recruit participants, enroll in services, facilitate documentation for eligibility, enrollment, participant management.

Unit of Service: A Unit of Service is defined as one (1) month of operational management and administration of the Program. The Unit of Service rate for units 1–6 is \$481,428 and the Unit of Service rate for unit 7 is \$481,432. The Agency agrees that it shall not provide more than seven (7) Units of Service during the Term. Upon execution of this Agreement, the agency may request one (1) business day ACH payments of up to one hundred thousand dollars (\$100,000), as needed, to support staff expansion associated with Program Management and Administration.

- 3) Short Term Occupational Skills Certification and Training Up to \$5,000,000  
Services to be provided: Provide short-term occupational skills certification and training to Hillsborough County residents that were dislocated due to the COVID-19 outbreak. All certification and training programs shall have a maximum training period of not more than one hundred twenty (120) days, or be completed by December 1, 2020, whichever is earlier. Eligible expenses include tuition assistance, instructional costs, books, materials, and class uniforms/supplies. Participants interested in this service may use the approved training provider list maintained by the Agency as a guideline of available training providers. Training providers that are not on this list will be considered on a case-by-case basis.

Units of Service: A Unit of Service is defined as one (1) eligible Hillsborough County resident who completes a short-term occupational skills certification or training program. The Agency shall provide up to one thousand (1,000) Units of Service. The Unit of Service rate of pay is up to five thousand dollars (\$5,000) per resident served.

- 4) On-the-Job Training Up to \$16,500,000  
Services to be provided: Provide paid work-based learning employment opportunities to Hillsborough County residents that were dislocated due to the COVID-19 outbreak. The three (3) unique features of the paid work-based learning employment opportunity are:

- Direct Placement: Participants begin training with a business as a new employee and receives training in the workplace acquiring occupational skills and knowledge in an “on-the-job” training environment,
- No Cost to the Business: Businesses receive financial support to cover one hundred percent (100%) of wages paid to eligible direct placement participants over the participants’ training period. Businesses can receive this support in the form of direct wages or wage reimbursements, and
- Retention Incentive: Businesses can receive an incentive if they retain direct placement participants at the end of the participants’ training period which will not be greater than ninety (90) days, or be completed by December 1, 2020, whichever is

earlier.

On-the-Job paid work-based learning employment opportunities shall have a training period of not less than thirty (30) days but not more than ninety (90) days, or be completed by December 1, 2020, whichever is earlier. Eligible positions must meet Florida minimum wage requirements and employee worksite location must be in Hillsborough County. Eligible businesses must be for-profit businesses in Hillsborough County that suffered economic impact due to the COVID-19 outbreak that have been in operation for at least one (1) year.

Units of Service for Direct Placement: A Unit of Service for a direct placement is defined as one (1) eligible Hillsborough County resident dislocated due to the COVID-19 outbreak who completes a paid work-based learning training period. The Agency shall provide up to one thousand one hundred (1,100) Units of Service. The Unit of Service rate of pay is four thousand dollars (\$4,000) per thirty (30) day training period up to a maximum of twelve thousand dollars (\$12,000) per ninety (90) day training period per resident served. Upon execution of this Agreement, the Agency may request one (1) business day ACH payments, of up to two hundred fifty thousand dollars (\$250,000), as needed, to support direct placement of eligible residents into paid work experience training.

Units of Service for Retention Incentive: A Unit of Service for a retention incentive is defined as one (1) eligible Hillsborough County resident who completes a direct placement paid work-based learning training period and is retained by the same business beyond the participants' training period. The Agency shall provide up to one thousand one hundred (1,100) Units of Service. The Unit of Service rate of pay is two thousand five hundred dollars (\$2,500) per retained resident served.

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 Term, summarize the results and outlining the accomplishments of the Program over the Term.

## PART II – Total Consideration

For its performance under this Agreement, the Agency will receive funds from the County, in an amount not to exceed twenty-five million dollars (\$25,000,000) during the Term. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms up to twenty-five million dollars (\$25,000,000) 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.

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.

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**EXHIBIT “B”  
METHOD OF PAYMENT**

AGENCY: CareerSource Tampa Bay

PROGRAM: COVID-19 Job Training and Placement Relief Program

Funding in accordance with agreed to amounts will be made upon receipt of a completed Exhibit “C”, Request for Payment Form, and Exhibit “D”, Program Performance Report. No modifications to the Program Budget shall be funded unless prior written approval has been granted by the County Administrator, or designee. In no event, however, shall payments to the organization exceed twenty-five million dollars (\$25,000,000). 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.

Payment requests, excluding the Program Preparation and Launch and one (1) business day ACH payment requests identified in Exhibit “A”, Scope of Services, may be submitted on a weekly or monthly basis with proper backup. Payment requests shall not be submitted for a period less than one week. 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. Payment of the requests, excluding the Program Preparation and Launch and one (1) business day ACH payment requests identified in Exhibit “A”, Scope of Services, shall be made within thirty (30) business days after receipt of such request by the County.

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. County funds shall only be used for those purpose allowed under the CARES Act.

With each request for payment the Agency will provide a Performance Report that shall include the program detail report, the list of participants served, participants home addresses, employer name and address (if applicable), amount paid to each participant and other information identified in the agreed upon Exhibit “A”, Scope of Services.

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**EXHIBIT "C"**  
**REQUEST FOR PAYMENT FORM**

AGENCY: CareerSource Tampa Bay

PROGRAM: COVID-19 Job Training and Placement Relief Program

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

**FINANCIAL STATUS REPORT**

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Program Preparation and Launch (Up to \$30,000)	\$30,000			
Management and Administration (Up to \$100,000 ACH payment and up to \$481,428 per unit for units 1-6; and \$481,432 for unit 7)	\$3,470,000			
Short Term Occupational Skills Certification and Training (Up to \$5,000 per unit)	\$5,000,000			
On-the-Job Training - Direct Placement (Up to \$250,000 ACH payment and up to \$12,000 per unit)	\$14,000,000			
On-the-Job Training - Retention Incentive (Up to \$2,500 per unit)	\$2,500,000			
<b>TOTAL:</b>	<b>\$25,000,000</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	_____	_____

Lindsey Kimball, Economic Development

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: COVID-19 Job Training and Placement Relief Program

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>UNITS OF SERVICE PROVIDED</u>	<u>PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>TERM TO DATE</u>	<u>% OF GOAL COMPLETED</u>
Program Prep and Launch	1	_____	_____	_____
Management & Administration	7	_____	_____	_____
Short Term Occupational Skills Certification/Training	1,000	_____	_____	_____
On-the-Job Training - Direct Placement	1,100	_____	_____	_____
On-the-Job Training - Retention Incentive	1,100	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: With each Request for Payment the Agency will provide a Program Performance Report that shall include the program detail report, the list of participants served, participants home addresses, employer name and address, amount paid to each participant and other information identified in the agreed upon Exhibit “A”, Scope of Services.

A Final Program Performance Report is due within thirty (30) days after the end of the Term, summarize the results and outlining the accomplishments of the Program over the Term.

## 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 contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 contractor 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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**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**AGENCY:** CareerSource Tampa Bay

**PROGRAM:** COVID-19 Job Training and Placement Relief Program

**CONTRACTOR CIVIL RIGHTS STATUS**

The responding Agency is 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:** CareerSource Tampa Bay

**PROGRAM:** COVID-19 Job Training and Placement Relief 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.**

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**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:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME OF AGENCY

\_\_\_\_\_  
WITNESS

BY  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE

\_\_\_\_\_  
DATE SIGNED

**EXHIBIT “F”**  
**INSURANCE REQUIREMENTS**

Agency’s Liability Insurance:

The Agency 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 Agency’s operations under this Agreement, whether such operations be by the Agency 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 Agency will file with the County a certificate of such insurance, acceptable to the County. These certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below. A current certificate of insurance meeting County requirements is required before payment for any services under this Agreement.

Insurance Required:

A. General

The Agency shall procure and maintain insurance of the types and to the limits specified in paragraphs B (1) through (4) below. All policies of insurance under this Agreement shall include as additional insured the 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 Agency 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:

4. Workers’ Compensation - The Agency 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 Agency 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 Policy Limit	\$500,000.00
Limit Disease Each Employee	\$100,000.00

5. 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:

General Aggregate	\$2,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Products and Completed Operations Each Occurrence	\$1,000,000.00
Bodily Injury and Property Damage Each Occurrence	\$500,000.00
Personal and Advertising Injury	\$1,000,000.00
Damage to Rented Premises (e.g. Fire)	
(Any One Fire) Each Occurrence	\$50,000.00
Medical Expenses (Any One Person) Each Occurrence	\$5,000.00

6. 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:

“ANY AUTO” coverage is required

**Proof of auto coverage only, no additional insured needed on the auto.**

Combined single limits each accident, for bodily injury and property damage liability	\$100,000.00
Owned vehicles	N/A
Hired and non-owned vehicles	N/A
Employer non-ownership	N/A

7. Professional Liability- \$ N/A per claim

8. Certificate of Insurance and Copies of Policies - Certificates of Insurance will be furnished by Agency evidencing the insurance coverage specified in the previous paragraphs B(1) through (4) inclusive, and on request of the 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 Agency 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 Agency shall cause renewal Certificates of Insurance to be furnished to the County thirty (30) days prior to the date of their expiration.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Agency 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 “Hillsborough County BOCC, P.O. Box 1110, Tampa, FL 33601” as an Additional Insured, and this must be indicated on the insurance certificate.**

**EXHIBIT “G”**  
**CORONAVIRUS RELIEF FUND GUIDANCE FOR STATE,**  
**TERRITORIAL, LOCAL, AND TRIBAL GOVERNMENTS**  
**APRIL 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>1</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that

budget *or* (b) the costs is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

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<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

*Nonexclusive examples of ineligible expenditures<sup>2</sup>*

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



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<sup>2</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.







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