

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, ("Agreement"), made and entered into this 8th day of January 2020, by and between **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida ("County"), having an address of 601 East Kennedy Blvd., Tampa, FL 33602, and **TAMPA BAY WORKFORCE ALLIANCE, INC.**, a Florida not for profit corporation, d/b/a CareerSource Tampa Bay ("CareerSource"), having a mailing address of 4902 Eisenhower Blvd., Suite 250, Tampa, FL 33634.

RECITALS

WHEREAS, County owns that certain real property known as the Southshore Community Resource Center ("Resource Center") located at 201 14th Avenue S.E., Ruskin, Florida ("Property"), as shown on **Exhibit "A"** attached hereto and made a part hereof, which is used for the provision of various community services to the citizens of Hillsborough County; and

WHEREAS, CareerSource is a non-profit provider of career and employment related services to qualified Hillsborough County residents; and

WHEREAS, the Hillsborough County Board of County Commissioners has adopted Board Policy – Section Number 08.02.06.00 ("Policy") relating to the use of Hillsborough County-owned real estate and facilities by non-profit organizations, which includes the submittal of a business plan, identifying available space, finding a sponsoring County department, and determining the overall benefit the arrangement would bring to the residents of Hillsborough County; and

WHEREAS, CareerSource has complied with the terms of the Policy and the Hillsborough County Social Services Department has agreed to be its sponsor ("Sponsoring Agency"); and

WHEREAS, County has agreed to license to CareerSource approximately 1,330 square feet within the Resource Center ("Premises"), as more particularly shown in **Exhibit "B"** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1 RECITALS. The above recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 GRANT OF LICENSE. County does hereby grant to CareerSource, and CareerSource does hereby take from County, a non-exclusive license to use the Premises and common areas of the Resource Center. This Agreement is strictly conditioned upon the provision of non-profit career and employment-related services ("Program Services") and reporting requirements ("Reporting Requirements") set forth and identified in **Exhibit "C"** attached hereto and incorporated herein.

ARTICLE 3 TERM AND RENEWAL.

- a) This Agreement shall be effective as of the first date set forth above ("Effective Date") and shall continue for a period of five (5) years ("Initial Term") unless sooner terminated in accordance with the terms of this Agreement.
- b) CareerSource may request an extension of this Agreement for up to three (3) additional one (1) year periods (each a "Renewal Term") under the same terms and conditions set forth herein by sending a written request to the Director of Facilities Management Department ("Director") ninety (90) days prior to the expiration of the then current term. The Director may approve or deny the request, at his sole discretion, and shall notify CareerSource within thirty (30) days of the receipt of the request. No more than one (1) Renewal Term may be requested or approved in any year during which this Agreement is in effect.
- c) The Initial Term and any Renewal Term shall hereinafter be collectively referred to as the "Term".

ARTICLE 4 TERMINATION. County may terminate this Agreement with no further obligation by providing ninety (90) days written notice to CareerSource should the Premises and/or Resource Center be needed for any other public purpose or for any reason in the sole discretion of County.

ARTICLE 5 OCCUPANCY FEE.

- a) Pursuant to the Policy, an Occupancy Fee is charged by County to offset a portion of the operating, administrative and capital improvement costs for use of the Premises. The Occupancy Fee will begin on the first day of the first full month following the Effective Date and shall be paid on the first day of each and every month thereafter, in advance without demand.
- b) The monthly Occupancy Fee for the Term shall be equivalent to \$6.00 per square foot per year and paid at a rate of Six Hundred Sixty Five Dollars and no cents (\$665.00) per month.

ARTICLE 6 USE AND POSSESSION.

- a) The Premises shall be used only to provide career and employment-related services as detailed in CareerSource's approved business plan and any other programmatic agreements with County, together with any required terms of sponsorship established by the Sponsoring Agency.
- b) Any and all use of the Premises is restricted to the regular public hours and days of operation of the Resource Center. CareerSource shall not use the Premises for any other purpose or at any other time without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed.
- c) Should CareerSource's use of the Premises deviate from the provision of services as set forth in its approved business plan and/or from the terms of this Agreement, CareerSource shall be responsible for the immediate payment of the full market rent for the Premises, due and payable to County, beginning upon and extending from the Effective Date. Any such full market rent shall be determined in the sole and reasonable discretion of County. Any previously assessed Occupancy Fee paid by CareerSource shall be credited towards its payment of the market rent, if required, and as set forth in this Agreement.

- d) At no time shall any County property and/or the Premises be used for profit, personal gain, political purpose, or in a manner reflecting negatively on County or citizens of Hillsborough County, as determined by County in its sole discretion.
- e) CareerSource shall not use the Premises for any unlawful purpose or in manner which constitutes a nuisance to County's operation of the Resource Center, the other tenants or patrons of the Resource Center, and/or the public.
- f) Upon the expiration of this Agreement, CareerSource shall deliver the Premises to County in good repair and condition, reasonable use, ordinary decay, and wear and tear excepted.

ARTICLE 7 SERVICES AND MAINTENANCE.

a) County's Responsibilities:

- i) County shall pay for and provide utility services and associated utility infrastructure to the Resource Center and the Premises, including water, sewer, electric power and outdoor trash receptacle.
- ii) County shall provide and repair all heating, air conditioning, and ventilation systems for the comfortable use and occupancy of the Premises, together with any common areas comprising the Resource Center.
- iii) County shall provide all pest control services for the Premises.
- iv) County shall provide janitorial services for the Premises and undertake routine janitorial duties to a service level and schedule consistent with other facilities owned and operated by County for the provision of community services.
- v) County shall provide CareerSource with sufficient lighting for CareerSource's use of the Premises.
- vi) County shall repair and maintain all common areas of the Resource Center, including but not limited to restrooms, lobbies, hallways, landscaped areas, drainage features, parking areas and sidewalks.

b) CareerSource's Responsibilities:

- i) CareerSource shall be responsible for the cost of any damages or required repairs to the Premises or the Resource Center arising from CareerSource's unreasonable, careless, or intentionally harmful use of the Premises or the Resource Center.
- ii) CareerSource shall be responsible, at its sole cost and expense, for all moving expenses, interior improvement costs, and other work required for its approved use of the Premises.
- iii) CareerSource shall be responsible for its phone/internet connectivity, service, and infrastructure, and shall coordinate with County's Information and Innovation Office prior to initiating any service agreement.
- iv) CareerSource shall be responsible for all operating & maintenance costs and damage caused to County property resulting from its occupancy of the Premises and the Resource Center.

ARTICLE 8 NOTICES. Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to the County: Hillsborough County
Facilities Management Department
601 E. Kennedy Blvd., 23rd Floor
Tampa, Florida 33602
Attention: Director

With Copy to Sponsoring Agency: Hillsborough County
Social Services Department
601 E. Kennedy Blvd., 24th Floor
Tampa, Florida 33602
Attention: Director

If to CareerSource: Tampa Bay Workforce Alliance, Inc.
4902 Eisenhower Blvd., Suite 250
Tampa, Florida 33634
Attention: Jody Toner

or to such other address as a party may have specified in writing to the other party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS. CareerSource hereby covenants and agrees to comply with all applicable federal, state and local laws, and the rules and regulations promulgated thereunder, including but not limited to the Health Insurance Portability and Accountability Act. The obligation to comply with laws, rules, regulations and ordinances which require repairs, alterations, changes or additions to the interior of the building (including building equipment), the Premises, or any part of either, is hereby expressly assumed by County.

ARTICLE 10 SIGNS. CareerSource shall not place any signs on or about the Resource Center or the Premises without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. CareerSource agrees to comply with any applicable sign ordinances and to obtain any applicable sign permit(s).

ARTICLE 11 QUIET ENJOYMENT AND NON-DISTURBANCE. CareerSource hereby acknowledges that the Resource Center is a government office building and public service facility with certain public and county-employee accessed common features. County, to the best of its ability within the paramount framework of the use and operation of the Resource Center, covenants and agrees that CareerSource may and shall peaceably and quietly hold and enjoy the Premises together with any common areas, entrances, and exits for the term of the Agreement. CareerSource shall immediately comply with any request of County to vacate the Premises during a declared or other operational emergency.

ARTICLE 12 ASSIGNMENT AND SUBLICENSE. This Agreement is created to allow the use of the Premises by CareerSource for the provision of community services set forth in a specific business plan and as approved by the Sponsoring Agency. CareerSource covenants and agrees not to encumber, sublicense, transfer, or assign this Agreement or any part of the Premises without the written consent of County, which shall be in County's sole discretion.

ARTICLE 13 INDEMNIFICATION. CareerSource, with respect to its use and occupancy of the Premises, and the provision of community services as envisioned in CareerSource's business plan and this Agreement, agrees, at County's option, to defend, hold harmless, and indemnify County, its agents, servants, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of CareerSource, its agents, servants and employees.

ARTICLE 14 INSURANCE.

- a) CareerSource will obtain and keep in force during the term of this Agreement a policy of commercial liability insurance, including contractual liability insurance, insuring CareerSource against liability arising out of CareerSource's use and occupancy of the Resource Center, the Premises, any common areas and all areas appurtenant to it. The insurance will be in an amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence. The insurance will further insure CareerSource against liability for property damage of at least \$1,000,000 per accident or occurrence. The insurance can be obtained with a combined single limit per occurrence, subject to being commercially available, of \$2,000,000 per location without reduction for events at other locations.
- b) Insurance policies will name County as an additional insured and contain a clause in favor of County stating that the policy shall not be canceled or modified without thirty (30) days prior notice to County. The insurance limits set forth herein will be adjusted from time to time in accordance with the limits customarily maintained in the industry for similar properties in similar locations, provided the insurance limits will never be less than those set forth here. If CareerSource fails to procure and maintain the insurance required by this clause, County may, but will not be required to, procure and maintain the insurance with notice to CareerSource, and at the expense of CareerSource, which expense will be paid upon demand.
- c) A Certificate of Insurance shall be provided to County annually on the anniversary of the Effective Date every year.

ARTICLE 15 EVENTS OF DEFAULT. CareerSource shall be in default under this Agreement if any one or more of the following events ("Event of Default") occur:

- a) Occupancy Fee. CareerSource shall fail to pay any Occupancy Fee as and when the same shall become due and payable or any other payment required under this Agreement within thirty (30) business days after written notice from County;
- b) Violates Terms. CareerSource shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by CareerSource under this Agreement within thirty (30) days after written notice from County or such additional time as shall be necessary in the event such violation cannot be cured within such thirty (30) day period; provided, however, that CareerSource commences to cure such violation within such thirty (30) day period and proceeds

continuously and diligently thereafter to complete such cure; and further provided that in any event such violation is cured in no more than ninety (90) days after County's notice;

- c) Prohibited Transfer. CareerSource shall assign, transfer, mortgage, encumber or sublet the Premises or its license interest under this Agreement without prior written consent from County;
- d) Compliance with Law. CareerSource shall violate any federal, state, or local law pertaining to this Agreement and such violation is incurable, or if curable, not cured with thirty (30) days after CareerSource is notified or is made aware of such violation;
- e) Bankruptcy or Assignment to Creditors. CareerSource shall make any general assignment for the benefit of creditors, shall be adjudicated as bankrupt, whether voluntary or involuntary, or shall have a receiver appointed for its property, or shall permit any judgment lien or other lien to attach to the Premises;
- f) Insurance. CareerSource shall fail to maintain the insurance required by this Agreement and such failure continues for a period of thirty (30) days after notification from the insurer and/or County;
- g) Corporate Status. CareerSource shall fail to maintain itself as a not for profit corporation under the laws of the State of Florida or the equivalent of the same;
- h) Tax Exemption. CareerSource shall fail to maintain itself as a tax exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code, or the equivalent of the same;
- i) Condition of Facility. CareerSource shall fail to utilize the Premises on a regular basis for the delivery of career and employment-related services in accordance with its approved business plan, unless such use by CareerSource is disturbed by reason of war, strikes, riots, civil unrest, hurricanes, or other natural disasters or events typically described as "Acts of God"; or
- j) Default Under Other Agreements. CareerSource shall be in default under any related agreement with County associated with career and employment-related services.

ARTICLE 16 EFFECTS OF DEFAULT.

- a) Termination. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth herein, it shall be lawful for County, upon election, to declare the Agreement Term ended and to re-enter upon the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, CareerSource hereby waiving any demand for possession of such Premises and any and all improvements then situated thereon, or County may have such other remedy as the law or this Agreement may afford.
- b) Possession. Upon the termination of this Agreement, at the election of County or in any other way, CareerSource shall immediately surrender and deliver up the Premises and improvements peaceably to County. If CareerSource shall hold such Premises, or any part thereof, for any period (including a day) after the termination date, it shall be subject to eviction or removal in accordance with law. Any damage which may occur to the Premises due to CareerSource's removal of its equipment and/or personal property shall be repaired by CareerSource at its expense and to County's reasonable satisfaction.

- c) Preservation of Rights. Nothing contained herein shall be construed as precluding County from having such remedy as may be and become necessary in order to preserve its rights in the Premises and in this Agreement, even before the expiration of the grace or notice periods provided for in this Agreement if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights or estate of County in this Agreement and to the Premises.
- d) Limitation of Liability. Under no circumstances shall CareerSource be entitled to compensation from County for any permanent improvements made by CareerSource to the Premises.
- e) Other Remedies. County shall have all other rights and remedies available at law or in equity.

ARTICLE 17 SUCCESSORS IN INTEREST, SUBORDINATION AND ATTORNMENT.

- a) Each and all of the covenants, agreements, promises, obligations, conditions and provisions of this Agreement shall inure to the benefit of and shall bind the assigns of CareerSource, subject to the requirements set forth in Article 12 herein.
- b) In the event of any sale of the Resource Center by County, both parties shall be and are hereby entirely freed and relieved of any and all liabilities, covenants, and obligations contained in or derived from this Agreement, arising out of any act, occurrence or omission occurring after the consummation of such sale, and this Agreement shall be deemed automatically terminated and of no further force or effect.

ARTICLE 18 RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed to constitute either of the parties hereto as a joint venture, partner or agent of the other, and neither party shall claim any status which is contrary to the terms of this Agreement. CareerSource is not acting on behalf of County when carrying out its activities under this Agreement, and CareerSource shall not hold itself out as a County Department nor CareerSource's employees as County employees. Further, CareerSource acknowledges that it has not been delegated any statutorily authorized function from County.

ARTICLE 19 AUTHORITY TO ENTER INTO CONTRACTS. CareerSource acknowledges and agrees that it does not have the authority to enter into contracts on behalf of County for the Premises, even if such contracts are for the sole benefit of the Premises, and pursuant to Article 18 of this Agreement, this Agreement does not imply or create a partnership or relationship other than that of the parties hereto. CareerSource may enter into contracts for the benefit of CareerSource only if (a) such contracts are solely between CareerSource and the other party(ies) to the contract, and (b) such contracts do not financially or otherwise obligate or commit County and/or the Premises in any way to the other party(ies) to the contract. This provision does not prohibit CareerSource from entering into contracts on its own behalf, provided that such contracts do not obligate or commit County or the Premises in any way.

ARTICLE 20 PROHIBITION AGAINST LIENS. CareerSource shall defend and hold harmless County from any claim or demand, including reasonable attorney's fees, on the part of any person, firm or corporation performing labor or furnishing materials in connection with the construction of any improvements to the Premises undertaken by CareerSource. CareerSource shall not engage in any financing or any other transaction creating any mortgages, mechanic's or materialman's liens, or any other encumbrances, liens or claims of any kind upon County's fee interest in the Premises or any other land owned by County. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of CareerSource on any improvements to the Premises shall look

only to CareerSource for any payment, and that no lien or claim shall be allowed to attach to County's fee interest in the Premises or the Resource Center. In the event that CareerSource shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of improvements to the Premises undertaken by CareerSource, and such default shall have continued for a period of thirty (30) days after County shall have given CareerSource notice of such default, County may, at its option, declare this Agreement terminated; provided, however, CareerSource shall have the right during said thirty (30) day period, in accordance with Florida Statutes, to post a surety bond with the Clerk of Circuit Court in and for Hillsborough County, Florida, and have any such lien transferred to said bond, and said action by CareerSource shall cure the default and County shall have no right of termination pursuant to this Article.

ARTICLE 21 FISCAL NON-FUNDING. Notwithstanding anything to the contrary contained in this Agreement, the continuation of this Agreement is contingent upon the appropriation of funds by County to fulfill its requirements under this Agreement. In the event County terminates this Agreement based on fiscal non-funding, then such termination shall be without penalty or expense to County, except for obligations that have arisen prior to the termination date.

ARTICLE 22 HAZARDOUS MATERIALS. CareerSource covenants and agrees not to use, store or generate any hazardous materials, gases or substances on or about the Resource Center or the Premises.

ARTICLE 23 NON-WAIVER. The provisions, terms or conditions of this Agreement shall not be construed as a waiver by the Board of County Commissioners, Hillsborough County, Florida, of any rights provided for by any provision of law, including but not limited to Section 768.28, Florida Statutes.

ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.

- a) CareerSource 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.
- b) CareerSource 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.

ARTICLE 25 POLITICAL ACTIVITIES OF NON-PROFITS. Pursuant to Board Policy No. 02.12.00.00 adopted September 16, 1998, by the Hillsborough County Board of County Commissioners, as the same may be amended from time to time, CareerSource shall not engage in political activities that promote or oppose a specific candidate.

ARTICLE 26 PUBLICITY AND PROMOTIONAL MATERIALS. Pursuant to Board Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the services performed by CareerSource pursuant to this Agreement must recognize the contribution of County. CareerSource, as a not-for-profit corporation receiving public funding or non-monetary contributions through County, shall recognize 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 County/Board of

County Commissioners as a funding source. In written materials, the reference to County must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 27 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 28 SEVERABILITY. If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reasons whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties continue to be effective.

ARTICLE 29 SURVIVABILITY. Any term, condition or obligation which requires performance by either party subsequent to the expiration or termination of this Agreement shall remain enforceable against such party subsequent to said expiration or termination, including but not limited to the obligation to indemnify pursuant to Article 13.

ARTICLE 30 GENERAL CONDITIONS.

- a) No waiver of any breach of the covenants, obligations and conditions of this Agreement to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, obligation, condition or provision hereof. The failure of either party to insist on strict performance of any terms, conditions or covenants of this Agreement shall not constitute a waiver of any subsequent breach thereof. The performance of each and every obligation, condition and provision of this Agreement shall be a condition precedent to the right of CareerSource to enforce this Agreement against County.
- b) The use herein of any gender or number shall not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced.
- c) Both parties entering into this Agreement have had the opportunity to be advised by legal counsel respecting the provisions contained herein, and have had the right to approve each and every provision hereof; therefore, this Agreement shall not be construed more stringently against either party as a result of the preparation of this Agreement by or on behalf of either party.
- d) Time is of the essence with regard to all dates and times set forth in this Agreement. If the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term "days" as used herein shall in all cases mean calendar days.
- e) 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 31 FURTHER DOCUMENTS. County and CareerSource will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary,

expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Agreement.

ARTICLE 32 PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on licenses or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. CareerSource hereby represents and warrants that it has not been convicted of a public entity crime, that it is not on the State of Florida's convicted vendor list, and that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. CareerSource further represents and warrants that it will not hire any professional, contractor, or supplier that is on the State of Florida's convicted vendor list.

ARTICLE 33 THIRD PARTY BENEFICIARIES/INDEPENDENT CONTRACTOR. This Agreement is for the benefit of County and CareerSource. No third party is an intended beneficiary so as to entitle that person to sue for an illegal breach of this Agreement. CareerSource acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of County.

ARTICLE 34 AUTHORITY TO EXECUTE. The person(s) executing this Agreement warrant they have the authority to so execute this Agreement and to bind the party on whose behalf they are signing. CareerSource is a Florida not-for-profit corporation, and the person executing this Agreement on behalf of CareerSource represents and warrants that CareerSource is duly organized and validly existing, that this Agreement has been authorized by all necessary parties and is validly executed by an authorized officer or agent of CareerSource, and that this Agreement is binding upon and enforceable against CareerSource in accordance with its terms.

ARTICLE 35 ENTIRE CONTRACT. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties with respect to the license and use of the Premises by CareerSource and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations or agreements, both written and oral. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

ARTICLE 36 MULTIPLE COUNTERPARTS. This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the parties shall bind the parties as if they had each executed the same counterpart.

ARTICLE 37 EXECUTION BY ELECTRONIC SIGNATURE. The parties agree that this Agreement 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 38 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 CareerSource has been

delegated any governmental decision-making authority, governmental responsibility or governmental function or that CareerSource 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 CareerSource. As stated below, CareerSource may contact County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, CareerSource is advised to seek independent legal counsel as to its legal obligations. County cannot provide CareerSource advice regarding its legal rights or obligations.

IF CAREERSOURCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 813-272-6040

mullerj@hillsboroughcounty.org

601 E. Kennedy Blvd. 23rd Floor, Tampa, Florida 33602

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

- i) Keep and maintain public records required by County to perform the services.
- ii) Upon request from County's custodian of public records, provide 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 Agreement if CareerSource does not transfer the records to County.
- iv) Upon completion of the Agreement, transfer at no cost to County, all public records in possession of CareerSource or keep and maintain public records required by County to perform the service. If CareerSource transfers all public records to County upon completion of the Agreement, CareerSource shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CareerSource keeps and maintains public records upon completion of the Agreement, CareerSource shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County.

Failure of CareerSource 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 County.


ARTICLE 39 GOVERNING LAW. This Agreement and the licensed use of the Premises by CareerSource shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be exclusively in Hillsborough County, Florida.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, County and CareerSource have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereby duly authorized.

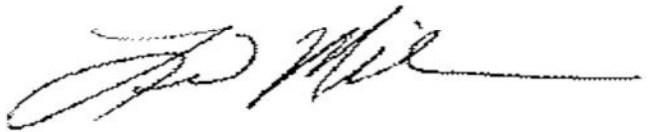
ATTEST: Pat Frank
Clerk of the Circuit Court



By: 
Deputy Clerk

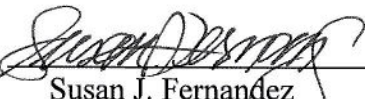
COUNTY:

HILLSBOROUGH COUNTY, a political
subdivision of the State of Florida

By: 
Chairman
Board of County Commissioners

Print Name: Lesley "Les" Miller, Jr., Chairman

Approved as to Legal Sufficiency

By: 
Susan J. Fernandez
Chief Assistant County Attorney

BOCC Doc. 20-0012

CAREERSOURCE

TAMPA BAY WORKFORCE ALLIANCE, INC., a
Florida not-for-profit corporation, d/b/a
CareerSource Tampa Bay

(Two Witnesses Required)

By: Sheila Doyle

Print Name: Sheila Doyle

By: Anna

Print Name: Anna Munro

By: John Flanagan

Print Name: John Flanagan

Its: CEO

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26 day of November, 2019 by
John Flanagan, the CEO of CareerSource Tampa Bay a
Florida non-profit corporation. He/she is personally known to me or has produced
as identification.

Seal:



Jessica N. Jenkins
Notary Public, State of Florida

Jessica N. Jenkins
Name of Notary Printed, Stamped or Typed

EXHIBIT "A"

The Property

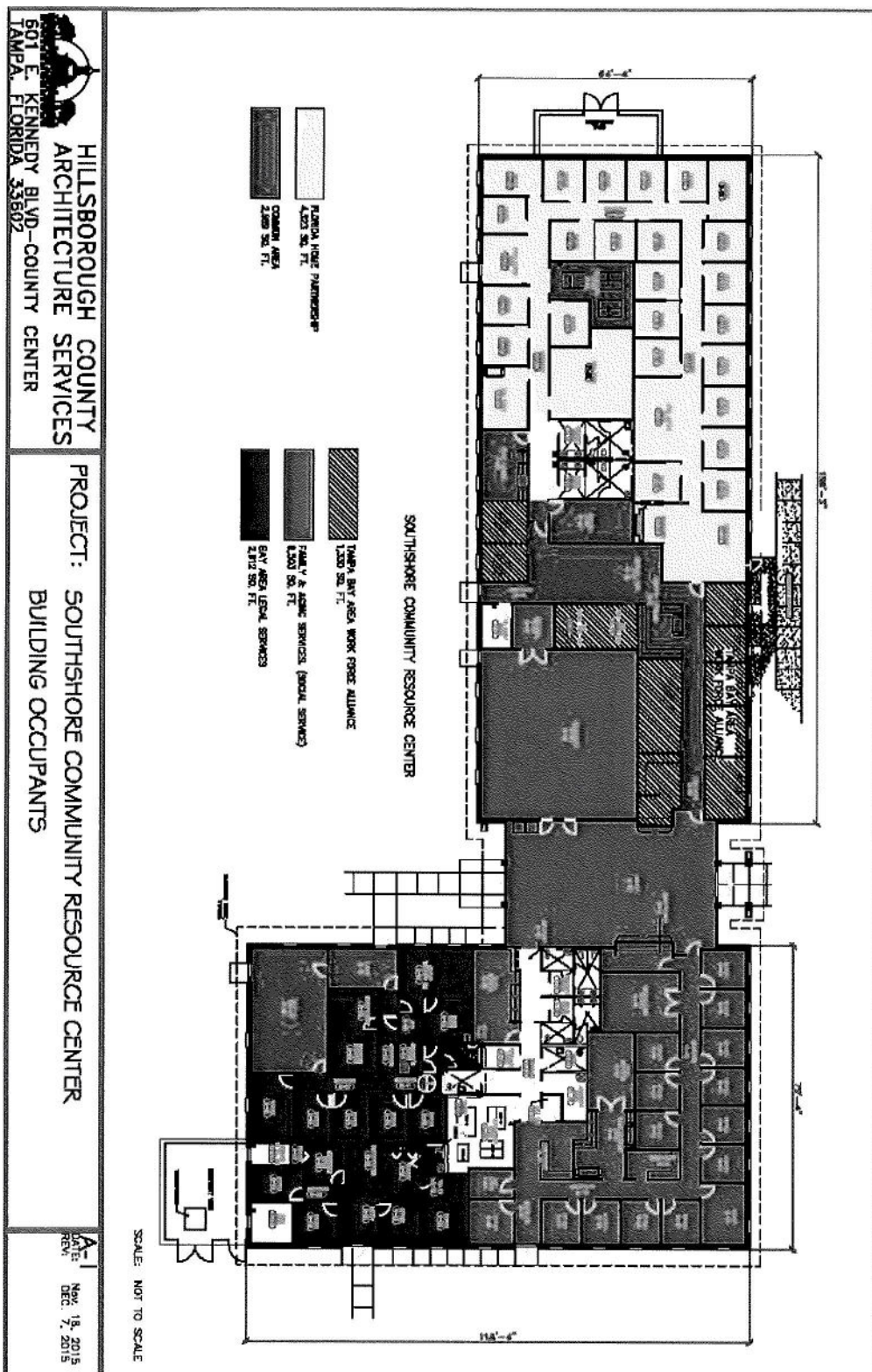


EXHIBIT "B"

The Premises

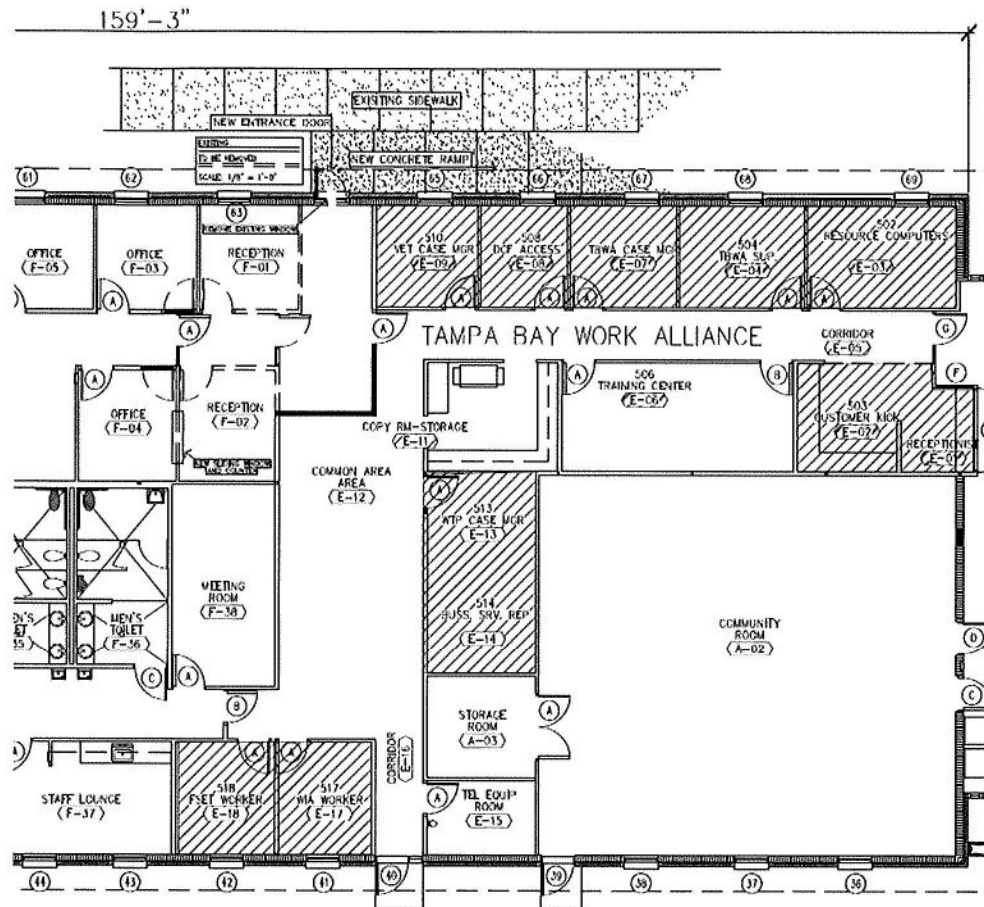


EXHIBIT "C"

PART I – Program Services

1. CareerSource shall operate a One-Stop Center at the Southshore Community Resource Center.
2. The One-Stop Center shall be staffed by CareerSource and shall be open and operational at least forty (40) hours per week, Monday through Friday, during regular business hours with the exception of recognized holidays.
3. One-Stop Center staff shall abide by the applicable policies and procedures of County and the Department, when located on-site.
4. CareerSource shall operate in compliance with WIOA and all other applicable federal, state and local laws, rules and regulations and applicable policies and procedures of County.
5. CareerSource shall agree to meet quarterly to review program outcomes and discuss appropriate action steps to resolve issues, improve processes, and implement improvements, changes or additions.
6. CareerSource shall provide occupational skills training, including training for nontraditional employment; on-the-job training; programs that combine workplace training with related instruction, which may include cooperative education programs (including apprenticeship and pre-apprenticeship); training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities, customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training, occupational skills training, job referral, employment club/job readiness workshops, orientation, apprenticeship programs and other services.
7. CareerSource shall provide assistance to individuals living in Hillsborough County, including but not limited to education and employment counseling, coordination of transportation, case management and the development of short and long term employment plans.
8. CareerSource and County agree to work collaboratively to further enhance the coordination of services by providing mutual referrals for eligible clients.
9. CareerSource shall assist in the development, implementation and maintenance of a placement tracking system in an effort to improve the available reporting data for County referred clients. Job placement statistics, including status changes, will be used to determine the effectiveness of the offered services.

PART II – Reporting Requirements

1. CareerSource shall provide annually, on or about August 1, a Success Indicator Report indicating the results towards achieving the program goal of job placement. This report shall include:
 - a. The client name
 - b. Placement location
 - c. Number of months employed
 - d. Current status of employment
2. CareerSource shall provide annually, on or about August 1, a Program Performance Report. The components of this report are as follows:
 - a. Report the number of clients who received job placement.
 - b. Provide a current Labor Market Report identifying labor market conditions and trends for the coming year.
 - c. Provide employment projections reporting job growth by occupation.
 - d. Provide occupation trends for clients with Associate Degrees
 - e. Provide a list of the most in-demand jobs for the coming year.
 - f. Provide a minimum of 25 customer satisfaction surveys.
3. Reports shall be sent to the following:

Hillsborough County
Social Services Department
601 E. Kennedy Blvd., 24th Floor
Tampa, Florida 33602
Attention: Director
4. Social Services Department reserves the right to add/change/modify/delete reports and/or reporting requirements without requiring a modification to this Agreement.