

**AGREEMENT BY AND BETWEEN  
TAMPA BAY WORKFORCE ALLIANCE, INC.  
D/B/A CAREERSOURCE TAMPA BAY  
AND  
TRAILHEAD STRATEGIES, INC.**

THIS AGREEMENT (“Agreement”) is made and entered between Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay, a Florida Non-Profit Corporation, headquartered at 4350 West Cypress Street, Suite 875 Tampa Florida 33607 (“CSTB”) and Trailhead Strategies, Inc., a private corporation headquartered at 1996 Falmouth Drive, El Cajon, California, 92020 (“Contractor”), as of the effective date (the date the last party signed the Agreement). Each Party named above shall be individually referred to in this agreement as "Party" or collectively, as "Parties."

**RECITALS**

WHEREAS, CSTB desires to engage the Contractor to provide certain services in the area of Contractor’s expertise and the Contractor is willing to provide such services to CSTB; and

WHEREAS, the Contractor has expertise in workforce development with a focus on research, strategic planning, and initiatives for CSTB’s Opportunity Youth; and

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, CSTB and the Contractor agree as follows:

**ARTICLE 1**

**Recitals**

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

**ARTICLE 2**

**Scope of Service**

CSTB hereby engages the Contractor to provide and perform the services set forth in Exhibit A attached hereto and incorporated herein by reference (the “Services”), and the Contractor hereby accepts the engagement.

The Contractor shall perform Services with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a contractor with the background and experience that contractor has represented it has.

The Contractor shall notify CSTB of any change(s) to the Contractor’s schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than five business prior to such change(s).

The Contractor shall provide Contractor’s own equipment and place of performing the Services, unless otherwise agreed between the Parties.

CSTB shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

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Contractor represents and warrants to CSTB that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

**ARTICLE 3  
Fee for Contract Services**

In consideration of the Services to be rendered hereunder, the work product shall be executed in two phases, Phase 1 Opportunity Youth Research and Strategic Planning and Phase 2: Event Design and Strategic Planning Services. Invoices shall be submitted to [invoice@careersourcetb.com](mailto:invoice@careersourcetb.com)

CSTB shall pay Contractor for Phase 1 and Phase 2 as set forth below:

Invoice upon Final Report Draft	\$10,000
Invoice upon delivery of Final Report	\$15,000
Invoice upon final Event Delivery	\$10,000

<b>Phase and Deliverable</b>	<b>Amount</b>	<b>Delivery Date</b>
1.A: Report Draft	\$10,000	August 5, 2023
1.B: Final Report	\$15,000	August 31, 2023
2: Event Design and Strategic Planning Services	\$10,000	January 31, 2024

Payment shall be due after delivery of the above. The Contractor shall submit an invoice detailing the Services performed in order to receive payment. Payment shall be made net 30 from date invoice is received and approved by CSTB.

**ARTICLE 4  
Work Product**

In this Agreement the term "Work Product" shall mean all work product generated by Contractor solely or jointly with others in the performance of the Services.

Contractor agrees to assign and does hereby assign to CSTB all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of CSTB and Contractor will not have any rights of any kind whatsoever in such Work Product.

Contractor will not make any use of any of the Work Product in any manner whatsoever without CSTB's prior written consent. All Work Product shall be promptly communicated to CSTB.

Contractor shall return to CSTB any all documents and tangible items, provided to Contractor or created by Contractor for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies thereof.

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**ARTICLE 5  
Term and Termination**

This Agreement takes effect immediately as of the Effective Date and remains in full force and effect until the Contractor has completed the Services (the "**Term**"), unless earlier terminated. Either party may request termination upon 60 days prior written notice to the other party. Written notification of termination be by registered mail, return receipt requested.

- a. CSTB may unilaterally terminate or modify the Agreement, if for any reason the U.S. Department of Labor or the State of Florida reduces funding through the grants under which the Agreement is funded.
- b. CSTB may unilaterally terminate the Agreement at any time that it is determined that:
  - i. Contractor fails to provide any of the service it has contracted to provide; or
  - ii. Contractor fails to comply with the provisions of this modified agreement; or
  - iii. Such termination is in the best interest of the Board.

In the event the Agreement is terminated for cause, Contractor shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

**ARTICLE 6  
Non-Solicitation**

Contractor covenants and agrees that during the term of this Agreement, Contractor will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, or any other basis, other than on behalf of CSTB any employee or independent contractor employed by CSTB while Contractor is performing services for CSTB.

**ARTICLE 7  
Independent Contractor**

The Contractor is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, CSTB. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate CSTB in any manner without the prior express written authorization from the CEO.

Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by CSTB on behalf of Contractor or his/her employees. Contractor understands that he/she is responsible to pay, according to law, Contractor's taxes.

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Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the CSTB. No workers' compensation insurance shall be obtained by CSTB covering Contractor or Contractor's employees.

**ARTICLE 8  
Assignment**

Contractor agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without CSTB's prior written consent. Nothing in this Agreement shall prevent the assignment by CSTB of this Agreement or any right, duty or obligation hereunder to any third party.

**ARTICLE 9  
Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of Hillsborough County in the city of Tampa, Florida.

**ARTICLE 10  
General Provisions**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

**ARTICLE 11  
Assurances and Certifications**

**Public Entity Crimes.** The Contractor 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 Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

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**Discriminatory Vendor List.** The Contractor/Subcontractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

**Equal Employment Opportunity** [\[2 CFR 200\]](#) Equal Employment Opportunity Act: The contractor shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

**Prohibition on certain telecommunications and video surveillance services or equipment.** [\[2 CFR 200.216\]](#) Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

**Domestic preferences for procurements** [200.322](#) a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. b) For purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Access to Records** The Contractor will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- 1) Keep and maintain public records required by CSTB to perform the services.
- 2) Upon request from CSTB, provide CSTB 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.
- 3) 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 Contractor does not transfer the records to CSTB.
- 4) Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service.

If Contractor transfers all public records to CSTB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public

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records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

At any time during normal business hours and as often as CSTB, the State of Florida, Department of Economic Opportunity, Comptroller General of the United States, or their designated representative may deem necessary, the Provider shall make available all such books, documents, papers, records (including computer records) which are directly pertinent to payments made by CSTB to the Provider under this agreement for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Contractor's personnel for the purpose of interviews and discussions related to such documents.


**Severability** If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.


**Modification** No modification of this Agreement will be effective unless it is in writing, signed and dated by both the Contractor and CSTB.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the last date written below.

**Trailhead Strategies, Inc.**

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

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

By:  \_\_\_\_\_  
John Flanagan (May 10, 2023 13:45 EDT)

Name: Andy Hall  
Title: President and CEO

Name: John Flanagan  
Title: President and CEO

Date: 5/10/2023  
\_\_\_\_\_

Date: 05/10/2023  
\_\_\_\_\_

## **Exhibit A - Services**

The Contractor agrees to provide and perform the deliverables as specified in this Exhibit A. Throughout the project, the Contractor will continuously communicate and collaborate with the Board and its key personnel to ensure both are aware of the Contractor's progress as well as any obstacles that may be encountered. The two-phased project plan and proposed deliverable are as follows:

### **Phase 1: Opportunity Youth Research and Strategic Planning (August 31, 2023)**

Central to an effective opportunity youth initiative is a well-designed, methodologically sound research brief that clearly benchmarks the current state of youth disconnection in a region, disaggregate youth disconnection by key demographics like race, gender, age, and neighborhood, and lays out a vision, goal, and priority recommendations to affect change. This initial research phase will do that and involves the following key steps:

1. Pull, clean, and analyze Public Use Microdata Sample (PUMS) from the US Census Bureau for 16–24-year-olds in the Tampa region.
2. Develop topline demographic, education level, disconnection rates, and other key descriptors of youth and young adults in Tampa Bay.
3. Analyze local WIOA Youth enrollment data.
4. Facilitate a goal setting meeting with key leaders in Tampa Bay to discuss reactions to topline data and identify potential priorities and goals for reducing youth disconnection over the next 5 years.
5. Partner with the United Way, current youth providers, and other local partners to incorporate qualitative data from youth and young adults into the report.
6. Develop actionable recommendations.
7. Develop a four-page research brief and companion slide deck with key findings and recommendations.
8. Provide professional graphic design services to ensure the final products meet CareerSource Tampa Bay's brand guidelines.

### **Phase 2: Event Design and Strategic Planning Services (January 31, 2024)**

Trailhead Strategies will provide services related to designing, fundraising, and executing a successful Opportunity Youth event with 250-400 people. Drawing on the key research findings, experience leading similar initiatives in other workforce areas, and national networks, key activities will include:

1. Attending event planning meetings
2. Designing the agenda to align with the major report findings and recommendations.
3. Identify and brief national speakers on the event.
4. Develop content for outreach and community engagement efforts related to the event.
5. Advise on efforts to ensure youth and youth voice are central to the event.
6. Develop fundraising and fund development materials.
7. Advising on follow up activities and priorities to maintain momentum for the initiative post-event.