

**SECOND RENEWAL
OF CONSULTING AGREEMENT
BETWEEN
WORKNET PINELLAS, INC. D/B/A CAREERSOURCE PINELLAS
N/K/A TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
TUCKER/HALL, INC.**

THIS SECOND RENEWAL is made and entered into as of July 1, 2024 (the "Effective Date") by WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas, n/k/a Tampa Bay Workforce Alliance, Inc., a Florida corporation, d/b/a CareerSource Hillsborough Pinellas ("**CareerSource Hillsborough Pinellas**") whose principal place of business is 4350 W. Cypress Street, Suite 875, Tampa, FL 33634, and Tucker/Hall, Inc. ("**Consultant**"), a Florida Corporation whose principal place of business is 1308 E. 7th Avenue, Tampa, FL 33605.

WHEREAS, and based upon the merger of WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas with and into Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Hillsborough Pinellas, the parties desire to amend the Consulting Agreement entered on June 23, 2022 ("**Consulting Agreement**"), as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Period of Performance**. The Consulting Agreement shall be extended through December 31, 2024.
2. **Compensation for 2024-2025 Services**. The fee to be paid by CareerSource Hillsborough Pinellas to the Consultant for the Services provided from July 1, 2024, through December 31, 2024, is Forty-Two Thousand Dollars (\$42,000).
3. **No Third-Party Beneficiaries**. The Consulting Agreement shall be amended to add, notwithstanding any provisions contained herein, the parties recognize the merger of WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas, with and into Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas, and agree that all rights and obligations of WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas under the Consulting Agreement are now the rights and obligations of Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas under this Consulting Agreement.
4. Except as amended in this Second Renewal, all other provisions of the Consulting Agreement are hereby ratified, confirmed as binding, and shall remain in full effect.

Duly authorized representatives of the Parties are executing this Second Renewal on the Effective Date provided in the introductory paragraph.

Tampa Bay Workforce Alliance, Inc dba
CareerSource Hillsborough Pinellas

Tucker/Hall, Inc.

By: 

Steven J. Meier

Co-Interim Chief Executive Officer

By: 

Name: Darren Richards

Title: Chief Operating Officer

**FIRST RENEWAL
OF CONSULTING AGREEMENT
BETWEEN WORKNET PINELLAS, INC. dba CAREERSOURCE PINELLAS
AND
TUCKER/HALL, INC.**

THIS FIRST RENEWAL is made and entered into as of July 1, 2023 (the "Effective Date") by WorkNet Pinellas, Inc., a Florida corporation, dba CareerSource Pinellas ("CareerSource Pinellas") whose principal place of business is 13805 58th Street N., Suite 2-140, Clearwater, FL 33760, and Tucker/Hall, Inc. ("Consultant"), a Florida Corporation whose principal place of business is 1308 E. 7th Avenue, Tampa, FL 33605 and amends and renews the Consulting Agreement entered into on June 23, 2022.

WHEREAS, the parties desire to renew the Consulting Agreement for an additional one-year period and amend the Consulting Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree that:

1. **Compensation for 2022-2023 Services**. The fee to be paid by CareerSource Pinellas to the Consultant for the Services provided from July 1, 2022 through June 30, 2023 is increased from Ninety-Five Thousand Dollars (\$95,000) to One-Hundred and Fifteen Thousand Dollars (\$115,000).
2. **Period of Performance**. The Consulting Agreement shall be extended for an additional one-year period. Such extension shall extend the Consulting Agreement Term through June 30, 2024.
3. **Compensation for 2023-2024 Services**. The fee to be paid by CareerSource Pinellas to the Consultant for the Services provided from July 1, 2023 through June 30, 2024 is Eighty-Four Thousand Dollars (\$84,000).
4. Except as amended in this First Renewal, all other provisions of the Consulting Agreement shall remain in full effect.

Duly-authorized representatives of the Parties are executing this First Renewal on the Effective Date provided in the introductory paragraph.

WorkNet Pinellas, Inc. dba CareerSource Pinellas

Tucker/Hall, Inc.

By: Steven Meier
Steven J. Meier
Chief Executive Officer

Digitally signed by Steven Meier
DN: cn=Steven Meier, o=CS,
email=smeier@careersourcepinellas.com, c=US
Date: 2023.06.06 12:51:09 -0400

By: 
Darren Richards
Chief Operating Officer

**CONSULTING AGREEMENT
BETWEEN
WORKNET PINELLAS, INC.
AND
TUCKER/HALL, INC.**

This Consulting Agreement (“Agreement”) is entered into on March 9, 2022, (the “Effective Date”) by WorkNet Pinellas, Inc., a Florida corporation, dba CareerSource Pinellas (“CareerSource Pinellas”) whose principal place of business is 13805 58th Street N., Suite 2-140, Clearwater, FL 33760, and Tucker/Hall, Inc. (“Consultant”), a Florida Corporation whose principal place of business is 1308 E. 7th Avenue, Tampa, FL 33605.

The parties agree as follows:

1. **Scope of Services.**
 - a. The Consultant shall provide Services to CareerSource Pinellas in accordance with the terms and conditions specified in this Agreement and all documents attached hereto.
 - b. The Consultant shall provide the Services described in the Scope of Services in accordance with the Schedule, all of which are set forth and outlined in Attachment A.
 - c. All Deliverables shall be submitted in writing and by email to Steven Meier, Interim CEO at Smeier@careersourcepinellas.com. If requested by CareerSource Pinellas, the Consultant shall upload all deliverables to CareerSource Pinellas’ cloud-based, secure project website.
2. **Period of Performance.** This Agreement shall commence on July 1, 2021, and shall remain in full force through June 30, 2022, (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.
3. **Compensation.** The fee to be paid by CareerSource Pinellas to the Consultant for the Services to be provided under this Agreement shall not exceed Ninety-Five Thousand (\$95,000). If CareerSource Pinellas authorizes a substantial or material change to the Scope of Services, the fee may be equitably adjusted, in writing, by mutual, written consent of the parties. CareerSource Pinellas shall have no obligation to pay any fee, expenditure, charge, or cost incurred by the Consultant beyond the amount of the fee. CareerSource Pinellas shall make payments to the Consultant in accordance with the budget outlined in Attachment B, however, the final payment to the Consultant will not be paid until all deliverables have been received and approved by CareerSource Pinellas.
4. **Invoicing.**
 - a. The Consultant shall invoice CareerSource monthly for all Services provided after the Effective Date under this Agreement. All invoices shall be submitted via email transmission to: invoice@careersourcepinellas.com. The invoice format will specify dates, description of the work performance and rate of the work specified.

- b. All invoices submitted by the Consultant and approved by CareerSource Pinellas shall be paid on a net thirty day schedule. In determining the amount of payment, CareerSource Pinellas will exclude all costs incurred by the Consultant (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
 - c. Any funds paid in excess of the amount to which the Consultant is entitled under the terms of this Agreement must be refunded to CareerSource Pinellas.
5. Availability of Funds. All payments to be made by CareerSource Pinellas under this Agreement are subject to the availability of budgeted funding. CareerSource Pinellas shall immediately notify the Consultant should funds become unavailable.
6. Termination.
- a. Any party may terminate this Agreement upon ten days written notice to the other party.
 - b. In the event of termination of this Agreement by CareerSource Pinellas, CareerSource Pinellas shall be obligated to pay all approved invoices submitted by the Consultant for work performed by the Consultant and approved by CareerSource Pinellas through the date of Agreement termination.
 - c. As requested by CareerSource Pinellas, the Consultant agrees to deliver to CareerSource Pinellas at the termination of this Agreement, or at any other time CareerSource Pinellas may request, all work product of the Consultant under this Agreement which shall be the exclusive property of CareerSource Pinellas.
7. Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Consultant shall:
- a. Keep and maintain public records required by CareerSource Pinellas to perform the Services under this Agreement.
 - b. Upon request from CareerSource Pinellas' custodian of public records, provide CareerSource Pinellas 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 of the Florida Statutes or otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to CareerSource Pinellas.
 - d. Upon completion of the Agreement, transfer, at no cost to CareerSource Pinellas, all public records in possession of the Consultant or keep and maintain public records required by CareerSource Pinellas to perform the service. If the Consultant transfers all public records to CareerSource Pinellas upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Pinellas, upon request from CareerSource Pinellas

custodian of public records, in a format that is compatible with the information technology systems of CareerSource Pinellas.

- e. **If the Consultant has questions regarding the application of chapter 119, Florida statutes, to the Consultant's duty to provide public records relating to this agreement, contact CareerSource Pinellas' Custodian of Public Records at 13805 58th St. N, Suite 2-140, Clearwater, FL 33760, Email address: SMeier@CareerSourcePinellas.com.**

8. **Intellectual Property.**

- a. Consultant hereby transfers, grants, conveys, assigns, and relinquishes exclusively to CareerSource Pinellas, all of Consultant's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Consultant in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property.
- b. Consultant agrees to sign any additional documents and otherwise cooperate with CareerSource Pinellas, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 8. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

9. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

10. **Indemnification and Limitation of Liability.**

- a. The Consultant shall defend, indemnify, and hold harmless CareerSource Pinellas, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of Services under this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the Services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the Services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Consultant to perform or furnish any Services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including CareerSource Pinellas employees and agents and those of Consultant), or damage to property to the extent attributable to the negligence or misconduct of Consultant or any person or organization directly, or indirectly, employed by

Consultant to perform or furnish any of the Services under this Agreement or anyone for whose acts any of them may be liable.

- b. CareerSource Pinellas' limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of CareerSource Pinellas beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CareerSource Pinellas' sovereign immunity under section 768.28, Florida Statutes.
- c. In no event shall CareerSource Pinellas be liable to Consultant for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. Consultant is fully responsible to CareerSource Pinellas for all acts and omissions of the Consultant, its employees, agents, servants, employees, suppliers or subconsultants or other persons directly or indirectly employed by its employees, agents, servants, employees, suppliers or subconsultants to perform the Services under this Agreement. Nothing in this Agreement shall create any contractual relationship between CareerSource Pinellas and any such employees, agents, servants, employees, suppliers or subconsultants, nor shall it create any obligation on the part of CareerSource Pinellas to pay or cause the payment of any money due to any employees, agents, servants, employees, suppliers or subconsultants except as otherwise required by law.
- e. CareerSource Pinellas shall not assume any liability for the acts, omissions, or negligence of Consultant, its agents, servants, employees, or subconsultants. In all instances, the Consultant shall be responsible for any injury or property damage resulting from any activities conducted by the Consultant.

11. Independent Contractor. Consultant is and shall remain an independent contractor and not an employee of CareerSource Pinellas. All persons engaged in any of the Services to be performed under this Agreement shall at all times, and in all places, be subject to Consultant's sole discretion, supervision, and control. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to bind or make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

12. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

13. Notices.

- a. For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3)

above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 13.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 13.c.

- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 13.

For CareerSource Pinellas: 13805 58th Street N., Clearwater, FL 33760

For Consultant: 1308 E. 7th Avenue, Tampa, FL 33605

- c. Subject to Subsection 13.d. a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

14. Representations.

- a. The Consultant has the necessary and required authority to enter into this Agreement with CareerSource Pinellas.
- b. The Consultant and the Consultant's agents or anyone directly or indirectly employed by either, has and/or will obtain and maintain in force and effect throughout the term of this Agreement, any and all certificates, licenses, or permits necessary for Consultant to fulfill the obligations herein or as required by any applicable federal, state or local law, regulation or ordinance or any professional organization.
- c. Neither this Agreement nor the Consultant's performance of its obligations hereunder will place the Consultant in breach of any other contract or obligation and will not violate the rights of any third party.
- d. The Consultant has all rights, title, and ownership of, in, and to the products, procedures, processes and/or Services that the Consultant is delivering and/or providing to

CareerSource Pinellas pursuant to this Agreement, and the Consultant has full right and authority to provide and/or deliver the same to CareerSource Pinellas.

15. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, the Consultant's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by the Consultant especially for the Services rendered under this Agreement shall be the sole property of CareerSource Pinellas. CareerSource Pinellas may reuse the written work at no additional cost, and CareerSource Pinellas shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that the Consultant shall in no way be liable or legally responsible to anyone for CareerSource Pinellas use of any written work on another project.
- b. As requested by CareerSource Pinellas, the Consultant agrees to deliver to CareerSource Pinellas at the end of the term of this Agreement, or at any other time CareerSource Pinellas may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to CareerSource Pinellas, which the Consultant may possess or have under his or her control and which may have been produced prior to and including the date of termination. The Consultant shall also require that all subconsultants or employees agree in writing to be bound by the provisions of this section.

16. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

17. Counterparts; Facsimile Deemed as Original. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

18. Miscellaneous.

- a. **Compliance with Policies and Laws:** The warranty of this Section specifically includes compliance by Vendor and its subVendors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and

the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

- b. **Certification Regarding Debarment, Suspension and Other Matters:** Vendor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.
- c. **Certification Regarding Clean Air Act, Water Act, Energy Efficiency and Environmental Standards, Solid Waste:** Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Vendor shall report any violation of the above to the contract manager. Energy Efficiency: The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).
- d. **Certification Regarding Lobbying and Integrity:** Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form. See Appendix A to 29 CFR and Appendix A to 45 CFR Part 74 13.
- e. **Confidentiality:** It is understood that the Vendor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through

application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section. Employees of Vendor, and agents and contractors of Vendor, granted access to CareerSource Pinellas' workforce information systems, including systems containing confidential information, must complete **Attachment C** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Pinellas.

- f. **Rights to Data/Copyrights and Patents:** CareerSource, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.
- g. **Monitoring:** At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Vendor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Vendor's expense, at reasonable locations as determined by CareerSource. Vendor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.
- h. **Public Announcements and Advertising:** Vendor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Vendor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

- i. **Public Entity Crimes:** Vendor shall comply with subsection 287.133(2)(a), F.S., whereby 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subVendor 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 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- j. **The Pro-Children's Act:** Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- k. **Domestic Preferences for Procurements:** Vendor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

- l. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Vendor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

- m. **Non-discrimination:** As a condition to the award of financial assistance from CareerSource Pinellas under Title I of the WIOA, the recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - 1. Section 188 of the Workforce Investment Act of 1998 (WIA), 29 U.S.C. 2801 et seq. which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity.

 - 2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color and national origin.

 - 3. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.

4. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 5. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
 6. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs.
 7. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 8. Equal Employment Opportunity (EEO): The Vendor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Vendors and subVendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/subVendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
 9. Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Vendor makes to carry out the WIOA Title I-financially assisted program or activity. Vendor understands that the United States has the right to seek judicial enforcement of this assurance.
 10. Complaint Procedures: Vendor agrees to be governed by the complaint and compliance requirements as set forth in the Federal or Florida Acts as applicable with respect to discrimination and equal opportunity requirements.
- n. **Contract Work Hours and Safety Standards Act:** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) each Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- o. The Vendor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- p. The Vendor is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Vendor been convicted of a Public Entity Crime. Vendor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by CareerSource Pinellas.
- q. The Vendor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has the Vendor been placed on the Discriminatory Vendor List.
- r. This Agreement may not be assigned by either party without the prior written consent of the other.
- s. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Sixth Judicial Circuit, in Pinellas County, Florida.
- t. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
- u. **Political Activity:** Application of the Hatch Act: None of the funds or Services under this Agreement provided by Federal Departments, the Governor or CareerSource Pinellas to the Vendor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

Partisan and Non-Partisan Activities: No participant, Vendor, or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the participant, Vendor, or employee is paid with CareerSource Pinellas funds or is receiving a CareerSource Pinellas program-related benefit.

Prohibition Against Association of the Contract Program with Political Activities: No Vendor or employee whose salary in whole or in part is paid for with funds available under this agreement, may at any time, engage in partisan political activities in which such Vendor or employee represents himself/herself as a spokesperson of CareerSource Pinellas or Vendor's program.

Placement of Vendor or Employees in Offices of Elected Officials: No Vendor or employee whose salary is paid for in whole or in part with funds available under this agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CareerSource Pinellas's express written approval.

Out Stationing to Offices of Elected Officials: No participant, Vendor, or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.

- v. **Assignment and Subcontracting:** In accordance with CareerSource Pinellas policy, the Vendor shall not assign, delegate, subcontract or in any way transfer the services to be provided under this Agreement. In the event of a corporate acquisition and/or merger, Vendor shall provide written notice to CareerSource Pinellas within thirty (30) business days of Vendor's notice of such action or upon occurrence of said action, whichever occurs first. The right to terminate this Agreement shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal law.
- w. **Assurances and Certifications:** Vendor agrees to comply with the Assurances and Certifications as applicable to any federal or state program that the Vendor operates with CareerSource Pinellas funds.
- x. **Availability of Documents:** All documents will be maintained on file at the CareerSource Pinellas offices. One copy of the executed Agreement will be furnished to the Vendor by CareerSource Pinellas.
- y. **Key Person or Persons:** Prior to execution of this agreement, Vendor shall advise CareerSource Pinellas, through the CEO, in writing, of any Key Person or Persons assigned to performance and implementation of this agreement. CareerSource Pinellas or the CEO may reject a Key Person and Vendor shall assign another individual to this agreement. The CareerSource Pinellas Board or CEO may exercise this right during the term of this agreement if the CareerSource Pinellas Board or CEO, determines, in their sole discretion, that the Key Person is not satisfactorily performing his or her duties under this agreement.
- z. **Reserved**

- aa. **Prohibition - Criminal Activities:** Vendor shall not serve ineligible individuals, embezzle, willfully misapply, steal, or obtain by fraud any monies, funds, assets, or property which are the subject of this Agreement or Amendments hereto. If Vendor violates this provision, Vendor shall be subject to the sanctions and to applicable criminal provisions of Florida State Statutes and the United States Code. The Vendor shall also be subject to the immediate suspension of payments by CareerSource Pinellas under this Agreement and Amendments thereto and immediate termination by CareerSource Pinellas of this Agreement and any Amendments hereto.
- bb. **Prohibition - Solicitations and Gratuities:** Vendor agrees and understands that no officer or employee of the Vendor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential Vendor or employer or from any staff person or elected official connected with CareerSource Pinellas or their governing boards.
- cc. **Child Labor Laws:** Vendor shall comply with all applicable federal, state, and local child labor laws in carrying out the terms and conditions of this Agreement or Amendments hereto.
- dd. **Trafficking Victims Protection Act of 2000:** Pursuant to 2 CFR 175.15(b), during the term of this Agreement, Vendor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of any Statement of Work made pursuant to this Agreement.
- ee. **Certification Regarding Environmental Tobacco Smoke:** Pursuant to Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
- ff. **Collective Bargaining Agreements:** Vendor agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining agreement in effect during the course of this Agreement.
- gg. **Unions:** Vendor shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Vendor/participant may be placed into or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Vendor shall make every effort to relocate Vendors who wish to remain working, into suitable positions unaffected by the work stoppage. Vendor shall not require any participant or recipient in a position funded by this Agreement to join a union in order to receive services unless the participant or recipient is subject to a collective bargaining agreement containing a union security provision.

- hh. **Working Conditions:** Vendor agrees that conditions of work activities, employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the Vendors.
- ii. **Insurance and Bonding:** During the term of this Agreement, Vendor shall maintain adequate Professional Liability Insurance for the Services considered herein and Vendor shall supply CareerSource Pinellas a Certificate of Insurance naming CareerSource Pinellas as an additional insured on such policy upon signature of this Agreement.
- jj. **Rights and Remedies Not Waived:** No payment by CareerSource Pinellas to Vendor shall be construed as a waiver by CareerSource Pinellas or any breach or default of Vendor in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CareerSource Pinellas with respect to such breach or default; nor shall any assent by CareerSource Pinellas expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- kk. **Conflict of Interest:** Vendor asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource member or other elected official in order to obtain this contract award. Vendor asserts and assures that it is in compliance with the Florida Statutes conflict of interest restrictions.
- ll. **Code of Conduct:** Vendor agrees to abide by CareerSource Pinellas's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CareerSource Pinellas's own Code of Conduct. It is the Vendor's responsibility to request and secure a copy of the Code of Conduct. Neither Vendor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Vendor's loyal and conscientious exercise of judgment related to performance under this agreement. Vendor agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CareerSource, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CareerSource or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- mm. **Performance:** Vendor represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in Articles 3 and Article 5, and to provide and perform such Services to CareerSource Pinellas's satisfaction for the agreed compensation.

- nn. Vendor shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of Services under this Agreement.
- oo. Vendor shall perform its duties, obligations, and Services under this agreement in a skillful, respectable and cost-conscious manner. The quality of Vendor's performance and all interim and final product(s) provided to or on behalf of CareerSource Pinellas shall be comparable to the best local, state, and national Services.
- pp. **Drug Free Workplace:** The Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR 182 require that all organizations receiving funds from any Federal agency maintain a drug-free workplace. The Vendor must notify the person listed under Notice if an employee of the Vendor is convicted of violating a criminal drug statute.
- qq. **Whistleblower Protection:** No employee of an organization receiving funds under WIOA may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste, a substantial and specific danger to public safety related to the implementation; or an abuse of authority; or a violation of law, rule or regulation related to a contract awarded. Vendor shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Vendor, subcontractor, or other person who has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Whistleblower Protection Act of 1989).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first set above.

CareerSource Pinellas:

By: 
 Name: Steven J. Meier
 Title: Interim Chief Executive Officer

Consultant:

By: 
 Name: Darren Richards
 Title: Chief Operating Officer

ATTACHMENT A

SCOPE OF SERVICES

SECTION I: SCOPE:

- Recommendations on overall strategy and tactics
- Identifying key and detailed messages that support strategic objectives
- Communications plan development including tactics for media relations, content marketing, email marketing, social media, paid digital media, community outreach, internal communications, and public affairs analysis
 - Implementing these tactics, documenting all processes, and training internal team to build capacity
- Writing and developing fresh content per the communications plan and at the direction of CareerSource Pinellas leadership
- Monitoring and proposing appropriate responses to social media conversations
- Media relations on behalf of CareerSource Pinellas, including news releases, news conferences, letters to the editor, media pitches, etc.
- Managing and coordinating team members and tactics at CareerSource Pinellas CEO's direction
- Attending important team meetings
- Delivering monthly reporting of KPIs to ensure tactics are effective
- Adjusting campaigns based on events, metrics, and feedback

SECTION II: BUDGET

The hourly rates or fixed price for the above Services shall be as follows:

TUCKER/HALL, INC.
HOURLY CHARGES
Effective January 1, 2018

TEAM MEMBER	HOURLY RATE
Chairman	\$400
President	\$350
Chief Operating Officer	\$350
Senior Vice President	\$325
Vice President	\$300
Senior Consultant	\$250
Account Director	\$250
Senior Account Supervisor	\$220
Consultant	\$200
Account Supervisor	\$200
Senior Account Executive	\$175
Account Executive	\$150
Account Coordinator	\$125
Account Assistant	\$100
Office Assistant	\$100
Research Associate	\$75
Founder (Jeff Tucker)	\$400

Rates are subject to change with 10 days written notice.

These hourly rates includes all indirect cost and all direct expenses, including mileage. Indirect costs include rent, telephone lines and online services, postage, accounting services, insurance and licensing fees, equipment and maintenance, and office supplies.

GRAND TOTAL: Not to exceed \$95,000.

Attachment C

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed.

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: Lauren Steif

Date: 3/9/22

Print Employee Name: Lauren Steif

Address: 1301 Riverplace Blvd, Suite 1300, Jacksonville FL 32207

Work Telephone: 904.493.5006

Email: LSteif@TuckerHall.com