



Monday August 10, 2020 9:30 AM  
ZOOM Meeting

## Special Executive Committee Agenda

- I. **Welcome and Roll Call** ..... Ben Hom, Chair
- II. **Pledge of Allegiance**
- III. **Public Comments**
- IV. **Action Item**
  - 1. Approval of the First Modification of the Agreement between Hillsborough County and CareerSource Tampa Bay for the COVID-19 Job Training and Placement Relief Program..... John Flanagan, Page 2
- V. **Adjournment**

**Next Executive Committee Meeting August 20, 2020**





## **Action Item # 1**

### **First Modification of the Agreement between Hillsborough County and CareerSource Tampa Bay for the COVID-19 Job Training and Placement Relief Program**

#### **Background:**

Hillsborough County (the County) received Corona Virus Relief Funds and utilized a portion of the funds to provide Short-term Occupational Skills Training and Work-Based learning opportunities to the residents of Hillsborough County who need such services and have been economically injured by the COVID-19 pandemic.

The County determined that the best interests of its citizens would be to deliver those services through CareerSource Tampa Bay. As such, the County entered into an Agreement with CareerSource Tampa Bay, effective June 3, 2020, to provide Short-term Occupational Skills Training and Work Based Learning opportunities through December 1, 2020. And, a retention incentive to those Employers who retain Work Based Learning participants after they have completed their training (the Agreement). Employers who are eligible to participate are for-profit Hillsborough County businesses that have been in operation for one year and suffered economic impact due to COVID-19.

#### **First Modification of the Agreement:**

The First Modification of the Agreement (the Modification) will extend the end date of the Short-term Occupational Skills Training and Work Based Learning opportunities from December 1, 2020 to December 30, 2020. In addition, the Modification expands eligible business to also include non-profit Hillsborough County businesses who have been in operation for one year and suffered economic impact due to COVID-19.

#### **Recommendation:**

Approve First Modification to the Agreement between Hillsborough County and CareerSource Tampa Bay.

**FIRST MODIFICATION TO THE AGREEMENT BETWEEN  
HILLSBOROUGH COUNTY,  
A Political Subdivision of the State of Florida  
AND  
TAMPA BAY WORKFORCE ALLIANCE, INC.,  
d/b/a CAREERSOURCE TAMPA BAY, INC.,  
FloridaAa Not-for-Profit Corporation  
(COVID-19 Job Training and Placement Relief Program)**

This First Modification of Agreement (“First Modification”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between Hillsborough County, a political subdivision of the State of Florida, herein referred to as “County,” and TAMPA BAY WORKFORCE ALLIANCE, INC., d/a/a CAREERSOURCE TAMPA BAY, INC., a Florida Not-for-Profit Corporation, whose address is 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634, herein referred to as “Agency.”

**RECITALS:**

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

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

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

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

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

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

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

**WHEREAS**, the County has examined the services and/or facilities of the Agency, and has determined that the Agency provides the facilities and/or services needed by the residents of Hillsborough County; and,

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

**WHEREAS**, the County has determined that the best interests of its citizens will be served by entering into an agreement with the Agency for the furnishing of services and/or facilities provided by the Agency; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby modified as follows:

1. The aforesaid recitals are true and correct and are incorporated herein by this reference.
2. Effective August 20, 2020, EXHIBIT A – SCOPE OF SERVICES, Part I, subparagraph 3) ‘Short Term Occupational Skills Certification and Training’ is hereby deleted in its entirety and replaced as follows:
  - 3) Short Term Occupational Skills Certification and Training  
Up to \$5,000,000

Services to be provided: Provide short-term occupational skills certification and training to Hillsborough County residents that were dislocated due to the COVID-19 outbreak. All certification and training programs shall have a maximum training period of not more than one hundred twenty (120) days, or be completed by December 30, 2020, whichever is earlier. Eligible expenses include tuition assistance, instructional costs, books, materials, and class uniforms/supplies. Participants interested in this service may use the approved training provider list maintained by the Agency as a guideline of available training providers. Training providers that are not on this list will be considered on a case-by-case basis.

Units of Service: A Unit of Service is defined as one (1) eligible Hillsborough County resident who completes a short-term occupational skills certification or training program. The Agency shall provide up to one

thousand (1,000) Units of Service. The Unit of Service rate of pay is up to five thousand dollars (\$5,000) per resident served.

3. Effective August 20, 2020, EXHIBIT A – SCOPE OF SERVICES, Part I, subparagraph 4) ‘On-the-Job-Training’ is hereby deleted in its entirety and replaced as follows:

4) On-the-Job Training Up to \$16,500,000

Services to be provided: Provide paid work-based learning employment opportunities to Hillsborough County residents that were dislocated due to the COVID-19 outbreak. The three (3) unique features of the paid work-based learning employment opportunity are:

- Direct Placement: Participants begin training with a business as a new employee and receives training in the workplace acquiring occupational skills and knowledge in an “on-the-job” training environment,
- No Cost to the Business: Businesses receive financial support to cover one hundred percent (100%) of wages paid to eligible direct placement participants over the participants’ training period. Businesses can receive this support in the form of direct wages or wage reimbursements, and
- Retention Incentive: Businesses can receive an incentive if they retain direct placement participants at the end of the participants’ training period which will not be greater than ninety (90) days, or be completed by December 30, 2020, whichever is earlier.

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

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

ACH payments, of up to two hundred fifty thousand dollars (\$250,000) each, as needed, in order to satisfy payroll obligations to support direct placement of eligible residents into paid work experience training. With each such request, the Agency shall provide the Clerk proof of the associated payroll obligation for which such ACH payment will be applied.

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

The Agency shall maintain the necessary back-up information to document the delivery of the services. A Program Performance Report is to be submitted with each Request for Payment. The Program Performance Report must provide the project details for each period to document the progress in delivering the services and include: the project detail report, the list of participants served, participants home addresses, employer name and address, and amount paid to each youth.

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

4. The remainder of Exhibit A "Scope of Services" remains unchanged and in full force and effect.
5. In the event any section, sentence, clause, or provision of this First Modification is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this First Modification shall not be affected by such determination and shall remain in full force and effect.
6. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this First Modification shall remain enforceable against such party subsequent to such termination.
7. The other terms and conditions of the Agreement, as modified herein, which do not conflict with this First Modification, are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this First Modification and the terms of the Agreement, as previously modified, the terms of this First Modification shall control.

8. The parties agree that this First Modification and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have caused their respective authorized representative to execute this First Modification effective as of the date first above written.

**ATTEST:** PAT FRANK  
Clerk of the Circuit Court

**COUNTY:** HILLSBOROUGH COUNTY, FLORIDA

**By:** \_\_\_\_\_  
Deputy Clerk

**By:** \_\_\_\_\_  
Chairman, Board of County Commissioners

**Date:** \_\_\_\_\_

**ATTEST:** For the AGENCY

**AGENCY:** TAMPA BAY WORKFORCE ALLIANCE,  
INC., d/a/a CAREERSOURCE TAMPA BAY,  
INC., **(Two Witnesses Required)**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Date)

	Approval	Date
<b>Department</b>	_____	_____
<b>Procurement</b>	<u>N/A</u>	<u>N/A</u>
<b>Legal</b>	_____	_____

BOCC DOCUMENT NO. \_\_\_\_\_



**ACKNOWLEDGMENT OF AGREEMENT**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned authority,  
personally appeared \_\_\_\_\_,  
(Name)

described in and who executed the foregoing instrument as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_, a \_\_\_\_\_ corporation, and who severally and  
(Organization Name) (State)

duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf  
of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer  
by the corporation's Board of Directors or other appropriate authority of said corporation, and who,  
having knowledge of the several matters stated in said foregoing instrument, certified the same to  
be true in all respects. He/she is personally known to me or has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

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

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

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

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







CareerSource Tampa Bay  
4902 Eisenhower Blvd., Suite 250 | Tampa, FL 33634  
[CareerSourceTampaBay.com](http://CareerSourceTampaBay.com)

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