



Wednesday, September 23, 2020 9:00 AM  
ZOOM Meeting

## Special Executive Committee Agenda

- I. **Welcome and Roll Call** ..... Ben Hom, Chair
- II. **Pledge of Allegiance** ..... Tom Aderhold
- III. **Public Comments**
- IV. **Action Item**
  - 1. Approval of the Second 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 October 15, 2020**





## **Action Item # 1**

### **Second 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. 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.

#### **Second Modification of the Agreement:**

The Second Modification of the Agreement (the Modification) adds an additional subparagraph 5, Job Training and Placement Financial Assistance of up to \$9,300,000, to the Agreement that provides:

- Financial assistance of \$300 per week or a maximum of \$9,300 for up to 1,070 Hillsborough County residents that were dislocated due to the COVID-19 outbreak and are active participants of Program related services.

The contract amount of \$25,000,000 has not changed. The original budget will be re-aligned to account for the increase in Financial assistance and Management and Administration and the reduction in On-the-Job Training and Retention Incentive. Also, performance will be adjusted to factor in the increase and decreases.

#### **Recommendation:**

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

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

This Second Modification of Agreement (“Second 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/b/a CAREERSOURCE TAMPA BAY, INC., a Florida Non-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 financial assistance; 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 Second 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 June 1, 2020, EXHIBIT A – SCOPE OF SERVICES, Part I, subparagraph 2) ‘Management and Administration’ is hereby deleted in its entirety and replaced as follows:

- 2) Management and Administration Up to \$4,290,000  
Services to be provided: The primary goal of the Program is to provide workforce related economic recovery services and resources for Hillsborough County residents and businesses that suffered economic impact due to the COVID-19 outbreak. The Agency shall provide initial planning and development services and monthly management and administration of the Program.

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

Management and administration of the Program shall include, but not be limited to, overseeing staff and day-to-day operations, serving as the first point of contact for residents and businesses, negotiation of contracts related to Program implementation, providing centralized operations and procedures for delivery of services, and submitting reimbursement requests and performance reports. These costs represent immediate

expenditures through payroll. More specifically, the costs associated with direct and indirect staff shall include: Finance staff to process invoices, manage budget and forecasting, reporting requirements; and Program and Contract staff to recruit participants, enroll in services, facilitate documentation for eligibility, enrollment, participant management.

Unit of Service: A Unit of Service is defined as one (1) month of operational management and administration of the Program. The Unit of Service rate for units 1–3 is \$481,428 and the Unit of Service rate for units 4-7 is \$711,429. The Agency agrees that it shall not provide more than seven (7) Units of Service during the Term. The Agency may request one (1) business day ACH payments of up to one hundred thousand dollars (\$100,000) in total for all such requests, as needed, in order to satisfy payroll obligations to support staff expansion associated with Program Management and Administration. With each such request, the Agency shall provide the Clerk proof of the associated payroll obligation for which such ACH payment will be applied.

3. Effective June 1, 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 participates in a short-term occupational skills certification or training program. The Agency shall provide up to one thousand (1,000) Units of Service. The Unit of Service rate of pay is up to five thousand dollars (\$5,000) per resident served.

4. Effective June 1, 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 \$5,750,000  
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.

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 four hundred twenty (420) 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 three hundred (300) Units of Service. The Unit of Service rate of pay is two thousand five hundred dollars (\$2,500) per retained resident served.

5. Effective June 1, 2020, EXHIBIT A – SCOPE OF SERVICES, Part I, subparagraph 5) ‘Job Training and Placement Financial Assistance’ is hereby inserted in its entirety as follows:

- 5) Job Training and Placement Financial Assistance Up to \$9,930,000  
Services to be provided: Provide financial assistance to Hillsborough County residents that were dislocated due to the COVID-19 outbreak and are active participants of Program related services. All financial assistance for Program related services shall cover a maximum training period of not more than one hundred twenty (120) days, or be completed by December 30, 2020, whichever is earlier.

Units of Service: A Unit of Service is defined as one (1) eligible Hillsborough County resident who participates in Program related services. The Agency shall provide up to one thousand seventy (1,070) Units of Service. The Unit of Service rate of pay is three hundred dollars (\$300) per week up to a maximum of nine thousand three hundred dollars (\$9,300) 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 financial assistance payments to active participants of Program related services. With each such request, the Agency shall provide the Clerk proof of the associated financial assistance for which such ACH payment will be applied.

6. The remainder of Exhibit A “Scope of Services” remains unchanged and in full force and effect.
7. Effective June 1, 2020, EXHIBIT C – REQUEST FOR PAYMENT FORM, and EXHIBIT D – PROGRAM PERFORMANCE REPORT, are hereby deleted in their entirety and replaced as attached.
8. In the event any section, sentence, clause, or provision of this Second Modification is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Second Modification shall not be affected by such determination and shall remain in full force and effect.
9. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Second Modification shall remain enforceable against such party subsequent to such termination.
10. The other terms and conditions of the Agreement, as modified herein, which do not conflict with this Second Modification, are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this Second Modification and the terms of the Agreement, as previously modified, the terms of this Second Modification shall control.
11. The parties agree that this Second 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 Second 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/b/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)

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

AGENCY: CareerSource Tampa Bay

PROGRAM: COVID-19 Job Training and Placement Relief Program

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

**FINANCIAL STATUS REPORT**

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Program Preparation and Launch (Up to \$30,000)	\$30,000			
Management and Administration (Up to \$100,000 ACH payment and up to \$481,428 per unit for units 1-3; and \$711,429 for units 4-7)	\$4,290,000			
Short Term Occupational Skills Certification and Training (Up to \$5,000 per unit)	\$5,000,000			
On-the-Job Training - Direct Placement (Up to \$250,000 ACH payments and up to \$12,000 per unit)	\$5,000,000			
On-the-Job Training - Retention Incentive (Up to \$2,500 per unit)	\$750,000			
Job Training and Placement Financial Assistance (Up to \$250,000 ACH payments and up to \$9,300 per unit)	\$9,930,000			
<b>TOTAL:</b>	<b>\$25,000,000</b>			

I certify that the service covered by this request have been provided to the County in accordance with the terms and conditions of the Agreement and that the documentation provided in the attached Program Performance Report is true, accurate, and complete.

\_\_\_\_\_  
Authorized Agency Signature Title Date

**FOR COUNTY USE ONLY**

ACCT CODE: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_

P.O. #: \_\_\_\_\_

I verify that Hillsborough County (based upon certification of Agency Official) has received the goods and/or services.

<u>TYPE OF REVIEW</u>	<u>APPROVED</u>	<u>DATE</u>
FISCAL	_____	_____
PROGRAMMATIC	_____	_____
DIRECTOR	_____	_____

Lindsey Kimball, Economic Development

COMMENTS: Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the County.

**EXHIBIT “D”  
PROGRAM PERFORMANCE REPORT**

AGENCY: CareerSource Tampa Bay

PROGRAM: COVID-19 Job Training and Placement Relief Program

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF AGREEMENT COMPLETED \_\_\_\_\_%

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

<u>UNITS OF SERVICE PROVIDED</u>	<u>PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>TERM TO DATE</u>	<u>% OF GOAL COMPLETED</u>
Program Prep and Launch	1	_____	_____	_____
Management & Administration	7	_____	_____	_____
Short Term Occupational Skills Certification/Training	1,000	_____	_____	_____
On-the-Job Training - Direct Placement	420	_____	_____	_____
On-the-Job Training - Retention Incentive	300	_____	_____	_____
Job Training and Placement Financial Assistance	1,070	_____	_____	_____

IV. OTHER COMMENTS:

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

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



CareerSource Tampa Bay  
4902 Eisenhower Blvd., Suite 250 | Tampa, FL 33634  
CareerSourceTampaBay.com

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CareerSource Tampa Bay is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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