

**PASCO HERNANDO WORKFORCE BOARD, INC.
WIOA YOUTH TRAINING SERVICES
RENEWAL AGREEMENT**

THIS AGREEMENT is entered into as of the 1st day of July 2026, by and between **HOPE SERVICES, INC.**, (hereinafter the “Contractor”), whose address is 5426 Land O’ Lakes Blvd, Land O’ Lakes, FL 34639, and **PASCO HERNANDO WORKFORCE BOARD, INC.**, a Florida not-for-profit corporation, whose principal office and address is PO Box 6589, Spring Hill, Florida 34611 (hereinafter “PHWB”).

RECITALS

WHEREAS, PHWB issued a Request for Quotation (RFQ) on September 3, 2025, for WIOA Youth Training, Certification, Placement and Retention Services; the **RFQ** is attached hereto as **Attachment A** and herein incorporated by reference;

WHEREAS, Contractor submitted a proposal on September 10, 2025 (the “**Proposal**”) in response to the Request for Quotation; the proposal is attached hereto as **Attachment B** and herein incorporated by reference;

WHEREAS, through an internal review process carried out by committee scoring, the Board approved to enter into agreement with Contractor; and,

WHEREAS, the parties desire to enter into an agreement for WIOA Youth Training, Certification, Placement, and Retention Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated. All Exhibits and Attachments to this Agreement contain additional terms of this Agreement.

2. Term. The funding period will be from July 1, 2026, through June 30, 2027, provided performance remains acceptable during that period and funding is available, the contract will include an option to renew for up to two (2) additional 1-year periods.

3. Scope of Services and Service Delivery Standards. For the Term of this Agreement, the Contactor agrees as follows:

a. To provide the WIOA Youth Training, Certification, Placement, and Retention Services (the “**Scope of Services**”) as set forth in the RFQ, attached hereto as **Exhibit A** and incorporated herein by reference;

b. To keep and maintain (or cause to be kept and maintained) meticulous records relating to all Scope of Services rendered by Contractor under this Agreement;

c. To cooperate with all agents, contractors and employees of PHWB in all reasonable manners;

d. To maintain all registrations and licenses required by the State in which services are performed and shall comply with applicable federal and state laws; be and remain duly licensed by the State of Florida to provide services as contemplated herein without restrictions, comply with and be otherwise controlled and governed by the ethics and standards of care of the profession and industry in which Contractor shall, from time to time, provide services hereunder;

e. To provide proof of insurance, licensure (occupational, professional, and driving when applicable) and evidence of credentials upon request and to notify PHWB immediately upon any change in insurance or licensure; and,

f. To submit to background screening, criminal record checks, and credit checks as statutorily required, or as requested by PHWB including local, state and federal checks.

4. Payment. PHWB agrees to pay Contractor the sums set forth in **Exhibit B Budget and Payment**. These fees are all inclusive and, unless otherwise authorized in advance by PHWB, no additional payments will be made for expenses incurred or supplies used by Contractor in providing services under this Agreement.

- a. Contractor agrees to provide to PHWB, on or before the 10th of each month, an invoice for the prior month's services performed under this Agreement; failure to provide a timely invoice could result in Contractor's forfeiting payment.
- b. Payment shall be made on a monthly basis in the normal business cycle after invoice and documentation of completed work is received and approved by PHWB.
- c. PHWB has the right to offset any sums owed by Contractor to PHWB from Payments under this Agreement.
- d. Upon Termination, PHWB shall pay only for services properly documented and rendered prior to the date of Termination.

5. Independent Contractor. It is understood that Contractor is an independent contractor and not an agent or employee of PHWB for any purpose including, but not limited to, federal tax and other state and federal law purposes. Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Contractor under unemployment insurance, Social Security and income tax laws. Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide PHWB with proof of insurance upon demand. The parties agree that PHWB shall not: (a) pay dues, licenses or membership fees for Contractor; (b) require attendance by Contractor, except as otherwise specified herein; (c) control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Contractor from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf

of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

6. Compliance with PHWB Policies, Assurances and Certifications. Contractor agrees to comply with:

- a. the terms of all policies and procedures of PHWB which may be promulgated from time to time, including policies related to conduct, records, reporting and other procedures related to the orderly conduct of PHWB's business; and
- b. the **Compliance Assurances and Certifications** outlined in **Exhibit C**. Failure to comply with PHWB's policies shall be deemed a breach of this Agreement.

7. Access to and Retention of Documents. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed by Contractor during the performance of services rendered to PHWB are the intellectual property of PHWB and are the sole property of PHWB.

8. Confidentiality. Contractor agrees to treat all non-public information obtained from PHWB as confidential and agrees not to release or discuss any such information with other parties unless prior consent of PHWB. Contractor agrees to adhere to confidentiality policies of PHWB and to ensure the confidentiality of records, employee information, and any PHWB information or records to which Contractor might have access in the course of completing the service. Contractor agrees to adhere to all federal, state and local privacy laws, rules and regulations.

9. Dispute Resolution. Any dispute concerning the delivery of services under this Agreement shall be first addressed with PHWB's Designated Representative. If the dispute cannot be resolved, then Contractor will provide a written memorandum to the Chief Executive Officer of PHWB, for him to render a decision on the dispute. Contractor will be notified in writing, in accordance with the notice provision of this Agreement, of that decision.

10. Designated Representative. The Designated Representative for PHWB concerning the service(s) provided under this Agreement is: Brenda Gause, Chief Operating Officer. Contractor will address all questions regarding this Agreement or Scope of Services provided to the Designated Representative. If the Designated Representative changes, PHWB will provide written notification, in accordance with the notice provision of this Agreement, to Contractor.

11. Indemnification and Insurance.

- a. Contractor shall indemnify and save harmless PHWB, its directors, officers, employees, volunteers, donors, clients, grantee agencies and affiliates from any liability or damages PHWB may suffer as a result of claims, demands, costs or injuries sustained by PHWB as a result of the services provided hereunder. Contractor further agrees to pay interest at the highest percentage rate per year allowable by law on any necessary expenses or costs incurred by PHWB in the enforcement of this provision.
- b. Contractor shall maintain the following minimum scope and limits of insurance:
 - i. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$1,000,000 per occurrence, with an aggregate liability per occurrence of \$2,000,000 million. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name PHWB, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Contractor's operation.
 - ii. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Contractor with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name PHWB, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Contractor's operation.
 - iii. Crime and Employee Dishonesty Liability Coverage with limits of not less than \$100,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name PHWB, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Contractor's operation; and,
 - iv. Workers Compensation as required by applicable state law.
- c. Contractor shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name PHWB and its officers, directors, employees, agents and representatives as additional insured.

- d. Certificates showing Contractor is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to PHWB within fifteen (15) calendar days after the date on which this Agreement is made. Such certificates shall show that PHWB shall be notified of all reductions in limits or cancellations of such insurance policies. Contractor shall forthwith obtain substitute insurance in the event of a cancellation.
- e. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida.

12. Notices. All notices, demands, and other writing required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the U.S. Mail, certified return receipt requested and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

Pasco Hernando Workforce Board (PHWB):	Jerome Salatino President/CEO Pasco Hernando Workforce Board, Inc. PO Box 6589 Spring Hill, Florida 34611
With a copy to:	The Hogan Law Firm, LLC P. O. Box 485 Brooksville, Florida 34605-0485
Contractor:	Hope Services, Inc. 5426 Land O' Lakes Blvd Land O' Lakes, FL 34639

13. Entire Agreement. This Agreement supersedes any prior understandings or agreements between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

14. Amendment and Modification. PHWB reserves the right to modify or amend the terms of the Scope of Services provision of this Agreement if the nature of the Scope of Services is required to be modified or amended due to changes in the law; changes in the availability of funds for the Scope of Services or other change of circumstances. In the event the Scope of Services is amended or modified by PHWB, the parties agree to work cooperatively in good faith to renegotiate changes to the Payment provision of this Agreement, if applicable. All other terms, conditions and provisions of this Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by both parties.

15. Assignment. This Agreement shall not be assigned nor may any portion of the Scope of Services contemplated in the Agreement be subcontracted to another party without prior written approval of PHWB.

16. Change of Ownership. Contractor shall notify PHWB immediately upon any change in entity ownership or any substitution of the key professional assigned (the "Key Person") to perform the work under this Agreement ("Change of Ownership"). PHWB shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to PHWB, provided however, no cancellation shall relieve Contractor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

17. Default. Neither party shall declare the other party in default of any provision of this Agreement without giving the other party at least fifteen (15) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

18. Termination. This Agreement may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice. If Contractor knowingly employs unauthorized aliens, in violation of paragraph 8, such action shall be cause for unilateral cancellation of this Agreement and PHWB may recover damages from Contractor resulting from such cancellation. Further, PHWB may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in paragraph 9 of this Agreement; or has an employee who is determined by PHWB to have violated a prohibition in paragraph 9 of this Agreement through conduct that is either associated with performance of the Scope of Services or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by PHWB.

19. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the parties agree that the Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

20. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties,

representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

21. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

22. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

23. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

24. Law of the Agreement, Jurisdiction and Venue. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and jurisdiction and venue are hereby agreed by the parties to be solely and exclusively in the county or state courts in and for either Hernando County, Florida or Pasco County, Florida and no other location. The parties hereby waive any rights to venue in any other jurisdiction. Contractor hereby agrees that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

25. Attorney's Fees; and Costs of Enforcement. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party.

26. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

WITNESS:

Contractor:

Signature

Print Name

David Caldas

David Caldas
Executive Director of Operations
Hope Services, Inc.

WITNESS:

PHWB:

Signature

Print Name

Charles Gibbons

Charles Gibbons
Board Chair
Pasco-Hernando Workforce Board, Inc.

EXHIBIT A: SCOPE OF SERVICES

Hope Services Training, Certification and Placement Program

Eligibility of Out of School Youth (OSY) will be determined by PHWB. Hope Services will refer potentially eligible OSY to PHWB for eligibility review and approval. PHWB will also refer eligible OSY to Hope Services for training.

Once individuals are determined WIOA eligible by PHWB, Hope Services will work to determine the skills, interests, and barriers to employment while mapping out career pathways tailored to high-demand industries such as construction, manufacturing, logistics, retail, hospitality, and culinary services. For individuals with disabilities, additional accommodations, vocational supports, and assistive technologies will be integrated to maximize success.

As part of this process, each participant will:

1. Enroll in at least one of the four industry-recognized certification programs aligned with regional labor market demand. Certifications include:
 - Culinary Arts – 20 hours
 - Retail – 60 hours
 - Hospitality – 60 hours
 - Construction – 80 hours
2. Participate in a structured Work Based Learning experience with a local employer.
3. Work with Hope Services job coaches to obtain long-term employment.
4. Transition into a job placement aligned with their career goals.

To ensure high-quality outcomes, Hope Services will employ the following strategies:

- Small Class Sizes: Limited to 10 students, ensuring personalized instruction.
- Specialized Instructors: All instructors have experience in special education and adapt lessons for diverse learning needs.
- Blended Learning: Combines classroom teaching with hands-on training in realistic, vocation-specific environments. For example, our retail training room features a cash register, grocery store conveyor belt, and stocked shelves, while our culinary training space includes a commercial kitchen. Construction students gain experience with fundamental tools and materials in a safe, controlled setting.
- Assistive Technology: Voice-assisted software, visual guides, and sensory-friendly spaces support accessibility and skill mastery.

*The above information has been modified based on the proposal submitted. See Attachment B: Original Proposal.

EXHIBIT B: BUDGET and PAYMENT

Hope Services shall invoice PHWB for actual work performed during the term of this Agreement and shall be paid in accordance with stated billing rates listed below. Total amount will not exceed \$260,000.

Budget Item	Reimbursement Amount	Total Cost not to Exceed
Training and Certifications:	Culinary Certification Program \$750 Construction Certification Program \$2500 Retail Certification Program \$1500 Hospitality Certification Program \$1500	\$70,000
Work Based Learning Placement/Job Coaching	Work Based Learning placement \$600 x 50 placements	\$30,000
Work Based Learning after certification obtained	\$15/hr x 120 hours for a minimum of 50 clients + taxes	\$100,000
Job Placement-Assistance with placement after cert	50 Units x \$1,200	\$60,000
	Total Costs Not to Exceed	\$260,000

Documentation with Invoice:

- Training and Certifications: Include with invoice eligible students identifying information and copy of certificate of completion.
- Work Based Learning Placement/Job Coaching: Include with invoice eligible students identifying information with copy of Work Based Learning Employer Agreement.
- Work Based Learning: Include with invoice eligible students identifying information and paystubs or electronic records.
- Job Placement- Include with invoice eligible students identifying information and job verification letter or paystubs/electronic records.

*The above information has been modified based on the proposal submitted. See Attachment B: Original Proposal.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
LKDSJ-Z3TEZ-HHAUM-6UWTF

DOCUMENT COMPLETED BY ALL PARTIES ON
01 JUN 2026 13:15:09
UTC

SIGNER

EMAIL
CGIBBONS@KEISERUNIVERSITY.EDU

TIMESTAMP

SENT
26 MAY 2026 16:34:21
VIEWED
26 MAY 2026 16:35:00
SIGNED
26 MAY 2026 16:35:31

SIGNATURE

Charles Gibbons

IP ADDRESS
32.132.188.130
LOCATION
EL DORADO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
26 MAY 2026 16:35:00

DAVID CALDAS

EMAIL
DCALDAS@HOPEGETSJOBS.COM

SENT
26 MAY 2026 16:34:21
VIEWED
01 JUN 2026 13:14:05
SIGNED
01 JUN 2026 13:15:09

David Caldas

IP ADDRESS
47.198.66.107
LOCATION
LAND O' LAKES, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
01 JUN 2026 13:14:05

