



Thursday, March 19, 2020 11:00 AM
ZOOM Conference

Board of Directors Agenda

11:00-
11:20 AM

I. Welcome and Roll Call Sean Butler, Chair

II. Public Comments

III. Consent Agenda Sean Butler, Chair

***The Consent Agenda is intended to allow the WDB to spend its time on more complex items and initiatives. Consent agenda items groups routine business and reports into one agenda item which can be approved in one action, rather than filing motions on each item separately. Board members may ask that an item be removed from the Consent Agenda for individual consideration*

1. Approval of January 19, 2020 Board of Director Minutes..... Page 3
2. Approval of January 29, 2020 Special Board of Director Minutes Page 9
3. RFP 20-0225 STEM Services – Provider Selection Page 11
4. Worked Based Training Program (OJT) Policy Revision Page 12

IV. Chair’s Report..... Sean Butler, Page 25

V. Board Counsel Report Jennie Tarr

VI. CEO Report John Flanagan

11:20-
12:00 PM

VII. Action/Discussion Items

1. Annual Financial Statement Audit for the fiscal Year ended June 30, 2019 Corrine Turcotte, Page 33
2. Draft By-Laws.....Michael Bach, Page 67
3. Summer Job Connection Hillsborough County Agreement: Jody Toner, Page 90

12:00 PM
12:30 PM

VIII. Information Items

1. Job Order Placement Analysis..... Chad Kunerth, Page 116
2. WIOA Primary Indicators..... Chad Kunerth, Page 117
3. Continuous Improvement Performance Initiative
PY 19-20: QTR1..... Chad Kunerth, Page 119
4. Performance Dashboard..... Chad Kunerth, Page 121
5. Internal Performance Dashboard..... Chad Kunerth, Page 122
6. R15 DEO Quality Assurance Report
Program Years 2017-18 & 2019-19..... Jody Toner, Page 123
7. Summer Job Connection Update Jody Toner, Page 129
8. Public Relations and Marketing Update Doug Tobin, Page 130

IX. Committee Reports

1. One-Stop Committee Meeting John Flanagan
2. Audit Committee MeetingSophia West

X. Future Business

12:30 PM

XI. Adjournment

Next Board of Directors Meeting May 21, 2020





Consent Agenda Items

Background

***The Consent Agenda is intended to allow the WDB to spend its time on more complex items and initiatives. Consent agenda items groups routine business and reports into one agenda item which can be approved in one action, rather than filing motions on each item separately. Board members may ask that an item be removed from the Consent Agenda for individual consideration.*

1. Approval of January 19, 2020 Board of Director Minutes
2. Approval of January 29, 2020 Special Board of Director Minutes
3. RFP 20-0225 STEM Services – Provider Selection
4. Worked Based Training Program (OJT) Policy Revision



Consent Agenda Item # 1 Board of Director Meeting Minutes 1-16-2020

CareerSource Tampa Bay Minutes of Meeting of the Board of Directors

Date: January 16, 2020
Location: 9215 North Florida, Suite 101, Tampa, FL 33612

Call to Order

Chair Sean Butler called the meeting to order at 11:03 a.m. There was a quorum present with the following Board Members participating.

Board Members in attendance

In Person

Tom Aderhold, Leerone Benjamin, Michael Bach, Sean Butler, Dr. Ginger Clark, Robert Coppersmith, Constance Daniels, Elizabeth Gutierrez, John Howell, Steve Morey, Commissioner Sandra Murman, Don Noble, Yanina Rosario, Roy Sweatman, and Sophia West.

Via Phone

Rick Bennett, Stephanie Brown-Gilmore, Richard Cranker, Lindsey Kimball, Nancy Brown (representative for Mireya Hernandez), and Jasiel Legon.

Board Members not in attendance

Michelle Calhoun, Benjamin Hom, Randall King, Paul Orvosh, Earl Rahn, and Susan Skiratko.

Staff Present

John Flanagan, Juditte Dorcy, Jody Toner, Mimi Tran, Anna Munro, Christina Witt, Doug Tobin, Dan Schneckenburger, Chad Kunerth, Michelle Schultz, Jennifer Wilson, Tammy Stahlgren, Sheldyn Joseph, and Hector Huertas.

Board Counsel

Jennie Tarr

BOCC Liaison

Kenneth Jones

Other Present

Dan McGrew
Danielle Moreda

The items are listed in the order of discussion.

- ▶ Indicates Board Action
- Indicates Action Needed

Welcome and Roll Call

Chair Sean Butler welcomed and thanked the board members for participating.

Public Comments

There were none.

1. Approval of November 21, 2019 Board of Director Minutes.
2. Virtual One Stop Services-Formal Procurement.
3. Policies:
 - a. Public Records Request Policy.
 - b. Targeted Occupations List (TOL) & Regional Targeted Occupation List (RTOL) Policy.
 - c. Apprenticeship Policy.
 - d. Local Veteran Employment Representative (LVER) and Disabled Veteran Outreach Program (DVOP) Specialist Outreach Policy.
 - e. Salary Administration Policy.
- **A motion to approve all items under the Consent Agenda**
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Yanina Rosario**
- **The motion carried. There was no discussion.**

Chair's Report

(Refer to Page 30 of the January 16, 2020 Board of Directors Agenda Packet)

Key Regional Workforce / Demographic Indicators

In November 2019 the unemployment rate in Hillsborough County was 2.7 percent. This rate was 0.4 percentage point lower than the region's previous year rate of 3.1 percent.

Vision 2020 Business and Education Summit

The Summit will take place on February 28, 2020 at the Tampa Marriott Waterside. Speakers for the event are Sandra Murman, Hillsborough County Commissioner; Jane Castor, Mayor of Tampa; and Ron Painter, CEO of National Association of Workforce Boards. Mr. Painter will moderate a CEO panel. Confirmed panel guests include:

Marie Chinicci-Everitt, Director of DTCC
 John Coursin, CEO of Tampa General Hospital
 Dave Pizzo, President of Florida Blue West Marke
 Craig Richard, CEO Tampa Bay Economic Development Partnership
 Mercedes Young, CEO of Vivid Consulting
 Kevin Carr, CEO Florida Makes
 Mark Sharpe, Executive Director of Tampa Innovation Partnership
 John Flanagan, CEO CareerSource Tampa Bay.

The panel will discuss the talent needs of our region, both present and future. Attention will be given to the specific needs of designated "high importance" sectors. We are also inviting Anriban Basu, a nationally renowned economist, who will present a regional and national economic forecast. There will be robust discussions and break-out sessions led by subject matter experts, for each of our priority industry sectors. Sponsorship materials and information have been circulated. CSTB Board members are welcome to attend and participate in the event.

Sponsors:

Southern Manufacturing Technologies – Bronze Sponsor \$1,000
 Tampa Bay Economic Development – Silver Sponsor \$2,500
 Saputo – Silver Sponsor \$2,500
 HCA West Florida – Silver Sponsor \$2,500
 Eckert Connects – Silver Sponsor \$2,500
 Running Total: \$11,000 (as of 1/13/2020)

Board Counsel Report

Jennie Tarr conducted training on preventing sexual harassment/discrimination/bullying in the workplace, attendance was mandatory for managers and supervisors.

CEO Report

- RFP Update- RFP's for the: Adult Dislocated Worker Grant; the Business Services Program; and Career Services; are out for bids. We had a very active bidders conference with eleven agencies having submitted official letters of interest. We're expecting robust competition.
- CSTB conducted an all-day staff training and a Town Hall meeting on December 20, 2019. We were able to talk about the RFP process. It was a chance for the CEO to get together with the entire team to answer any questions they had related to current structure and how it is going to change. After the Townhall meeting, we trained everyone on new the new policies and procedures.
- On January 10, 2020 I was featured on the Morning Blend (a.m. ABC tv segment) about the Summer Job Connection program; we received some great press. I certainly did my part to thank Hillsborough County Schools and gave a plug to the County, in particular Commissioner Murman, for her support with this program. We have already received 300-400 applications within a couple weeks of launch, so that's really good news.
- On January 14, 2020 I attended "Breakfast with the Mayor." I was able to hear some of Mayor Castor's comments. The Mayor is a tremendous ally of ours. We are really looking forward to working with the city and adding them as a partner, just as we work with Hillsborough County.

Upcoming Conferences

- Mayors Conference January 21, 2020. The exciting thing is that myself and a couple other local Board Directors, along with others from across the country will get to meet with Florida State Rep. Virginia Fox (one of the FL Senate and House authors of the 2014 WIOA overhaul Bill) to talk about the reauthorization of WIOA.
- Economic Mobility & Resilience Roundtable February 11, 2020, at the Federal Reserve of Atlanta. I've' been invited to talk about reauthorization, best practices and workforce development for the Southeast Region.
- NAWB Conference March 21-24, 2020. We will have some staff and a couple board members attend, so we can interface and draw on the experiences from some other Workforce folks from across the country.

Action/Discussion Items

▶ Action Item #1: Public Access Policy

(Refer to Page 36 of the January 16, 2020 Board of Directors Agenda Packet)

- **A motion to approve the CSTB Public Access Policy**
 - **Motioned: John Howell**
 - **Seconded: Commissioner Sandra Murman**
- **The motion carried.**

The following discussion ensued.

There was a discussion about distinguishing between private space and common areas. This is an important issue, and training our staff is important so that staff are appropriately trained on how to handle many situations which could arise. There is a formal reporting process in place to handle disruptive behaviors. We document all incident reports, and call the local police department as needed. We have full-time security officers here at N. Florida and we have that coverage at the other locations too.

- **Code of Conduct is posted at the facilities and it was recommended to add one or two statements about public access policy.**
- **It was recommended that Jennie Tarr review the Disruptive Behavior policy.**

- Before our meetings start, we should read a statement about the protocol that is going to be followed at our meetings.

▶ Action Item #2: SNAP Policy

(Refer to Page 39 of the January 16, 2020 Board of Directors Agenda Packet)

- **A Motion to approve the SNAP Policy**
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Don Noble**
- **The motion carried. There was no discussion.**

▶ Action Item #3: CSTB Revised Eligible Training Provider Policy

(Refer to Page 45 of the January 16, 2020 Board of Directors Agenda Packet)

- **A Motion to approve the CSTB Revised Eligible Training Provider Policy**
 - **Motioned: Dr. Ginger Clark**
 - **Seconded: Michael Bach**
- **The motion carried. There was no discussion**

▶ Action Item #4: Summer Job Connection (SJC) - Onboarding and Payroll

(Refer to Page 55 of the January 16, 2020 Board of Directors Agenda Packet)

- **A Motion to approve CSTB to solicit a third party to onboard and perform the payroll functions for the SJC participants.**
 - **Motioned: Don Noble**
 - **Seconded: Sophia West**
- **The motion carried. There was no discussion.**

Information Items

Information Item #1 WIOA Primary Indicators of Performance: PY 19-20 Q1 July-Sept. - update given by Chad Kunerth. (Refer to Page 56 of the January 16, 2020 Board of Directors Agenda Packet)

We have met all 14 measures and exceeded in 11 of the measures.

- It was recommended to pull data from the same quarter from the previous year. This will give us an accurate look at how we did from the previous year.
- It was recommended to pull data to compare placement to the state.

Statewide performance – We have met 14 measures and exceeded in 13 of the measures.

Information Item #2 Performance Dashboard Report 1.6.2020 - update given by Chad Kunerth (Refer to Page 62 of the January 16, 2020 Board of Directors Agenda Packet)

There is a new measure which is the “Individualized Career Services” served, abbreviated ICS on the dashboard. This number can be found on the charts below the new employers gauge. This measure was started December 2019.

- It was recommended to pull adjusted average payrate numbers for staff assisted vs. not assisted. Exclude data from the Seasonal Migrant Farmers, as the wage for this occupation is low and would skew the numbers lower.

Information Item #3 Summer Job Connection (SJC) 2020 update given by Jody Toner (Refer to Page 63 of the January 16, 2020 Board of Directors Agenda Packet)

2020 Goal is to serve 1,500 youth & targeting 300 businesses.

As of January 16, 2020, 343 youth applications were received, and 36 employer applications were received. 593 positions are available at these companies. We expect no problem in meeting our goal of serving 1,500 youths.

Information Item #4 Wagner Peyser Demographics - update given by Jody Toner
(Refer to Pages 64-65 of the January 16, 2020 Board of Directors Agenda Packet)

This report is updated on a biannual basis. The Wagner-Peyser Act provides universal access of employment services to both the job seeker and employers. These metrics will be posted on our website.

Information Item #5 Employee Handbook Changes - update given by Mimi Tran
(Refer to Pages 66-67 of the January 16, 2020 Board of Directors Agenda Packet)

Core Values, Dress Code Policy, and Violence in the Workplace, have been added to the Employee Handbook.

Committee Reports

Ad Hoc By-Laws Committee Report given by Michael Bach

The committee has met 6 times since May 2019. Our most recent session was this morning and we reviewed the near final draft. We also got input from board council to make sure that the language is consistent, and there are a few amendments remaining. We're nearly finished and we believe we'll have a final draft for board consideration soon.

Future Business

CSTB's 4 -year Local Workforce Services Plan expires at the end of June, so we are in process of creating a new one. We have been working with our consultant, Community Workforce Advancements. We are hoping to have the plan done soon. This will require a Special Board Meeting to approve the plan.

{John Flanagan and CSTB staff were asked to leave the room with the exceptions of Tammy Stahlgren and Hector Huertas, to facilitate recording the Minutes.}

Information Item #6 CEO Performance Evaluation
(Refer to Pages 68-74 of the January 16, 2020 Board of Directors Agenda Packet)

Sean Butler completed the CEO Performance Evaluation and met with John Flanagan to review it. The Board members had a chance to review the evaluation in advance, it was also placed in the Board of Directors Agenda Packet for January 16, 2020.

The 360 Evaluation tool for Senior Leadership used in this Performance Evaluation used a 1(lowest) to 5(highest) rating scale. Mr. Flanagan received: 22 – 5's = Outstanding; 14 – 4's = Exceeds Standard; and 2 – 3's = Meets Standard. Mr. Bach recommended a discussion of any items scored below a 4. Chair Sean Butler rated John at a level of 3 in two areas:

- 1) Maintains a balance between "people" issues and "business"
- 2) Recognizes and rewards team-supportive actions and behaviors

The consensus from Board members who spoke up voiced their high praises of Mr. Flanagan and the feeling that he has excelled in his actions since arriving last January. Everyone recognizes John's plate is very full and compliments given included: getting CSTB miles down the road; receptive, responsive, and timely; running at 200 miles per hour.

Mr. Flanagan is a supporter of creating a 5-Year Strategic Plan, the Board wants one created as well, and they discussed options to offer support in John's effort.

The Board members were all very happy with Mr. Flanagan's performance and would like to reward him.

A Motion to:

- Accept the Performance review as is.
- We consider an adjustment for John that is appropriate to the market, and we tell him that.
- Communicate that we'll consider all of the factors over the next 2 months.
- Arrive at a suitable adjustment to be voted upon at the next Board meeting.
 - Motioned: Don Noble
 - Seconded: Leerone Benjamin
- Added to the motion: The Committee is giving Mr. Flanagan a 100% vote of confidence for the job he has done.
- The motion passed unanimously.
 - Inform Mr. Flanagan that we are evaluating all the compensation options.
 - Deadline to bring recommendation to the Board is the next board meeting, March 19, 2020.
 - Employment agreement review.
 - Strategic Plan - we have to support him in getting a strategic plan completed.

Adjournment

The meeting was adjourned at approximately 12:37 p.m.

Minutes prepared by Tammy Stahlgren, Administrative Services Coordinator.



Consent Agenda Item # 2 Special Board of Director Meeting Minutes 1-29-2020

CareerSource Tampa Bay Minutes of Meeting of the Board of Directors

Date: January 29, 2020
Location: 9215 North Florida, Suite 101, Tampa, FL 33612

Call to Order

Chair Sean Butler called the meeting to order at 11:02 a.m. There was a quorum present with the following Board Members participating.

Board Members in attendance

In Person

Benjamin Hom, Leerone Benjamin, and Steve Morey.

Via Phone

Rick Bennett, Stephanie Brown-Gilmore, Sean Butler, Dr. Ginger Clark, Richard Cranker, Constance Daniels, Elizabeth Gutierrez, Lindsey Kimball, Nancy Brown (representative for Mireya Hernandez), Jasiel Legon, Don Noble, Paul Orvosh, and Sophia West.

Board Members not in attendance

Tom Aderhold, Michael Bach, Michelle Calhoun, Robert Coppersmith, John Howell, Randall King, Commissioner Sandra Murman, Earl Rahn, Yanina Rosario, Susan Skiratko, and Roy Sweatman.

Staff Present

John Flanagan, Juditte Dorcy, Jody Toner, Mimi Tran, Anna Munro, Christina Witt, Doug Tobin, Dan Schneckenburger, Michelle Schultz, Tammy Stahlgren, and Hector Huertas.

Board Counsel

Jennie Tarr

BOCC Liaison

Kenneth Jones

Other Present

N/A

The items are listed in the order of discussion.

▶ Indicates Board Action

Welcome and Roll Call

Chair Sean Butler welcomed and thanked the board members for participating. He explained that Agenda Item III. Action #2 CEO Merit Increase, and Agenda Item IV. Information item # 1 have been pulled from the Agenda. The Chair explained that there are some administrative matters that need to be addressed before these items are presented for a vote.

Public Comments

There were none.

Action/Discussion Items

▶ Action Item #1: Local Workforce Services Plan 2020-2024
(Refer to Page 2 of the January 29, 2020 Board of Directors Agenda Packet)

Mr. Flanagan presented the Local Workforce Services Plan.

Title I of the Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development board (LWDB) to develop and deliver to the state a comprehensive four-year plan, to be submitted in partnership with the chief elected official. Regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state.

The plan will be effective July 1, 2020 – June 30, 2024 and includes:

- Organizational Structure
- Analysis of Need and Available Resources
- Local Workforce Development Area Vision and Strategic Goals
- Coordination of Services
- Description of the Local One-Stop System
- Description of Program Services

Substantive changes since the development of the 2016-2020 plan include:

- Procurement of One-Stop Operator and Career Services, Business Services and WIOA Adult and Dislocated Worker Program Services
- Revised targeted industry sectors
- Realignment of Business Services
- Focus on new initiatives, such as the Summer Jobs Program for youth

The following steps are required prior to submission to CareerSource Florida:

- Upon approval by the CareerSource Tampa Bay Board of Directors, the plan will be forwarded to the Hillsborough County Board of County Commissioners for approval.
- A 30-day public comment process, which includes making the proposed local plan available to the public through electronic and other means, such as public hearings and local news media.
- ***A motion to approve the Local Workforce Services Plan 2020-2024***
 - **Motioned: Don Noble**
 - **Seconded: Constance Daniels**
- **The Chair called for a roll call vote. The motion passed unanimously. There was no discussion.**

Adjournment

The meeting was adjourned at approximately 11:13 a.m.

Minutes prepared by Tammy Stahlgren, Administrative Services Coordinator.



Consent Agenda # 3

RFP 20-0225 STEM Services – Selection of Service Provider

Background:

An RFP was issued on January 17, 2020 to solicit proposals from Organizations to provide Science, Technology, Engineering and Mathematical (STEM) Services. This RFP was promulgated via multiple avenues, including notices in the Tampa Times and to interested bidders. The proposals were due on February 14, 2020. One proposal was received from Hillsborough County Public Schools.

Information:

The Selection Committee met to discuss their independent assessments and recommends entering into contract negotiations with Hillsborough County Public Schools as they met the RFP specifications and are able to provide the desired STEM services.

Recommendation:

Executive Committee is recommending Approval of entering into contract negotiations with Hillsborough County Public Schools.



Consent Agenda # 4

Work Based Training Program (OJT) Policy Revision

Background: The On-the-Job Training policy was previously approved by the Board of Directors and was implemented with CSTB staff on July 18, 2019.

After implementation of the program for several months CSTB has considered the need for a wage rate threshold. Based on this policy revision, CSTB will not consider any OJT position that pays less than \$11.00 per hour. This is in direct alignment with our WIOA Paid Work Experience Program wage rate and supports the established wage rate for the region that is adjusted annually by the State based on the Florida Price Index in effect for CSTB. Our goal is to establish entry level wage rates for OJT that are at a self-sufficiency rate of pay.

Attached is the revised CSTB OJT policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay OJT Policy.



Policy

SECTION: WIOA, WTP and Business Services	POLICY#018-C0011	PAGE: 1 of 12
TITLE: On-the-Job Training (OJT)		EFFECTIVE DATE: 7.18.19
REPLACES: OJT Policy 2.21.2014, 3.2019		DATED: N/A; Revised 7.18.19; Revised TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CSTB WIOA, WTP and Business Services staff on administering On-the-Job Training program services.

BACKGROUND: On-the-Job Training (OJT) is a work-based training that provides WIOA eligible participants occupational skills essential to the performance of a specific job.

OJT addresses critical workforce needs, enhances skills of eligible participants and aids eligible employers in attaining qualified, skilled workforce with competencies needed to meet employer’s needs. OJT is an “earn and learn” employment model where eligible participants may upgrade, retool and increase employability skills. OJT is most appropriate for adults and dislocated workers in need of new employer-based skills, and individuals with barriers to employment including, but not limited to, unemployed workers, underemployed workers, and out-of-school-youth. Individuals must meet WIOA eligibility criteria to participate in OJT programs.

OJT is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA) as established in WIOA section 134(c)(3)(D) and the Welfare Transition program (WTP).

On-the-Job Training is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- (a) Provides knowledge or skills essential to the full adequate performance of the job;
- b) Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in WIOA Section 134(c)(3)(H), (see note below) for the extraordinary costs of providing the training and additional supervision related to the training; and
- (c) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

OJT is conducted by public, private not-for-profit and private for-profit businesses. It occurs while an individual is engaged in productive work learning the skills and information necessary for full and adequate performance on the job.

The two unique features of the OJT program are:

1. The individual begins training as a new employee.
2. The individual receives training at the workplace, under appropriate supervision, thus acquiring occupational skills and knowledge in an “on-the-job” training environment.

An OJT agreement is appropriate for businesses who have difficulty filling their skilled labor force needs with qualified, experienced workers, or who want to upgrade their current workforce. Businesses may use an OJT in these instances by training eligible WIOA or WTP customers. Reimbursement is provided to the business to pay for the extraordinary costs of such training because these costs exceed the expenses normally incurred in training individuals normally hired for the position.

Despite the benefits to businesses who participate as an OJT business, the focus of the OJT program is on the individual. OJT is designed to provide an opportunity for WIOA/WTP eligible individuals to receive the training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and/or job advancement.

PROCEDURE:

The OJT Program is sponsored and administered by CareerSource Tampa Bay (CSTB) Business Services department. The service is designed to assist businesses with the training and employment needs of their workforce meeting specific guidelines so that the business and employee can maintain a competitive edge in the marketplace. OJT is eligible to businesses that meet the eligibility criteria in this policy that hire a WIOA/WTP eligible participant from Hillsborough County.

Participant Eligibility

On-the-Job Training (OJT) may be provided to eligible WIOA Adult, Dislocated Worker or Youth participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. CSTB defines the initial assessment to include both informal and structured assessments conducted by the WIOA Program Recruiter. CSTB offers a variety of online career assessments including: My Next Move, My Skills My Future, Career Scope and additional assessments deemed appropriate. These assessments measure the job seeker’s career interests and aptitude, identify transferrable skills and provide career guidance that is essential for the job seekers transition to employment or reemployment.

The participants must demonstrate a need for training as recorded on the Career Plan. OJT may also be provided to eligible Welfare Transition program participants who are deemed appropriate candidates for consideration.

Suitability is established when an OJT opportunity aligns with a customer’s existing skill set or educational background and the customer is deemed to have the core competencies to be successful in the position and likely to attend and complete all training based on current needs and barriers.

Employers will have the final selection authority for individuals to be hired. All participants must meet certain WIOA eligibility criteria before training can begin. Only those individuals who meet the

eligibility requirements for individual career services, who have received an assessment and for whom a career plan has been developed may be considered for OJT.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the participant, prior work experience, and the participant's Career Plan. The results of the objective assessment, as documented on the individual's Career Plan, must indicate that the participant is in need of, and can benefit from, the activity of OJT. The Career Plan and application must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, volunteer experience, and identify strengths and weaknesses of the applicant. The OJT Training Outline must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

There are occasions when a WIOA/WTP participant may participate in multiple OJT Agreements if the first Agreement should fail at no fault of the applicant. The provisions outlined below should apply:

1. The new Agreement with a different business is for upgraded skills or a different position but related to the first position in terms of career path and skills.
2. The approved training hours for the second OJT agreement will be re-evaluated based on the training received in the first OJT agreement (commensurate with experience learned in the previous OJT agreement).
3. No applicants shall participate in more than two (2) OJT agreements unless plant closures or layoffs occur that are out of the control of the applicant and occur in progression. Any additional agreements must be approved by the CEO, COO or designee.

Business Eligibility

The hiring and training may begin after the OJT Work-Based Training Onsite Assessment form has been completed and the OJT Employer Agreement has been signed by all the parties. The Business Services Account Executive completes these documents with the employer.

The participant becomes an employee of the company on the day the OJT begins. Staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws are factors to consider while completing the OJT Work-Based Training Onsite Assessment form.

When considering an employer to participate as an OJT worksite, staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

Prior to entering into an agreement for OJT services with a business, the CSTB Business Services staff shall ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Physical company is located in Hillsborough County;
2. Business must legally have operated at current location for at least 120 days.

3. Hold valid business tax receipt (formally an occupational license) and/or zoning permit; (google search and printout included)
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org) and provide W-9.
5. Hasn't experienced any layoffs in the past six months verified by DEO WARN site (<http://www.floridajobs.org/office-directory/division-of-workforce-services/workforce-programs/reemployment-and-emergency-assistance-coordination-team-react/warn-notices>)
6. Maintains Workers Compensation Insurance (if applicable);
7. OJT position requested is on the R15 Targeted Occupation List (TOL).
8. Must develop a detailed OJT Training Plan Outline that identifies the specific occupation, job specific skills that will be learned and estimated time required for each skill.
9. Agrees to routine monitoring and communication with the CSTB Business Services Staff regarding the progress of the program participant relating to the OJT Training Plan, progress reports, midpoint in training and completion of the OJT to capture measurable skills gained during participation.
10. Commit to hiring and retaining customers who successfully complete their training program.

Demand for Occupation in Labor Market

OJT must be for training in occupations that are in demand in the local area and listed on the regional Targeted Occupational List (TOL). OJTs that occur in small businesses where the OJT training covers a relatively broad range of functions that draw from several occupations are generally considered as a unique occupation for labor market demand purposes. With these unique occupations, the fact that an opening exists for the occupation at the business presupposes the existence of a demand for the occupation. Any OJTs for positions not on the TOL must be approved by the CEO, COO or designee.

Occupation Eligibility

All OJTs must be for occupations that are in demand in the local area and are appropriate for the program. Occupations not suitable for OJT:

- Less than part-time
- Principle source of income is tips, commissions or piecework;
- Intermittent or seasonal in nature;
- Shown as in decline on the Hillsborough County Demand/Decline List.

OJT Minimum Wage Rate Threshold

CSTB will not consider any OJT position that pays less than \$11.00 per hour. This is in direct alignment with our WIOA Paid Work Experience Program wage rate and supports the established wage rate for the region that is adjusted annually by the State based on the Florida Price Index in effect for CSTB. Our goal is to establish entry level wage rates for OJT that are at a self-sufficiency rate of pay.

PROHIBITIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time shall be verified by the CSTB Business Services staff. CSTB Business Services staff may submit a written request to the CSTB CEO or designee for an exception to this rule prior to execution of an OJT agreement.
4. The CSTB shall not enter into agreement with a business who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
5. No officer, employee, agent, or representative of the Business or CSTB may charge a participant a fee for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.
6. A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
7. An OJT funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.
8. An OJT participant may not be employed in or assigned to a job if: a. Any other individual is on layoff from the same or any substantially equivalent job; b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the OJT participant; or c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
9. OJT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
10. OJT funds may not be used to directly or indirectly assist, promote or deter union organizing.
11. OJT participants shall not be placed in a home-based business.
12. OJT funds shall not be used to encourage or induce a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
13. OJT funds cannot be utilized to pay for the following:
 - Paid or unpaid holidays
 - Sick leave
 - Vacation

- Overtime hours
- Fringe benefits; and/or
- Training related supplies and/or equipment
- Work performed outside of the OJT contract.

Duration and Rationale of OJT Training

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. Traditionally, OJT is limited to a maximum of six (6) months or 1,040 hours. The length of the training, which will be determined by CSTB Business Services staff, should take into consideration the amount of time required for a participant to become proficient in the occupation for which training is being provided (skill requirements of the occupation, the academic and/or occupational skill level of the participant, and prior work experience). The length of the OJT will be documented in the OJT contract with the employer and the participant’s individual career plan.

The rationale for the length of the training should take into consideration the following:

1. amount of time required for a participant to become proficient in the occupation for which training is being provided
2. skill gaps that exist
3. skill requirements of the occupation
4. the academic and/or occupational skill level of the participant
5. prior work experience of the participant
6. barriers to employment
7. any disability and need for reasonable accommodations; and,
8. the availability of programmatic funding.

Staff will also consider results attained from assessments as well as referencing additional materials such as O*Net (<https://www.onetonline.org/find/>) which list a Specific Vocational Preparation (SVP) Code. SVP Codes should be used as the baseline for duration determination. The baseline hours listed should not prohibit on-the-job training agreement durations and may be adjusted depending on the individual’s skills gap. The chart below is to be used as a baseline reference.

SVP Code	Level Time Explanation	Estimated Hours
1	Short demonstration only	160
2	Anything beyond short demonstration up to and including 1 month	240
3	Over 1 month up to and including 3 months	320
4	Over 3 months and including 6 months	500
5	Over 6 months and including 1 year	640
6	Over 1 year up to and including 2 years	800
7	Over 2 years up to and including 4 years	960

8	Over 4 years up to 10 years	1040
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Skills Gap Analysis (SGA) / OJT Training Plan Development

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. The plan is a formal and written program of a structured job training, which will provide participants with an orderly combination of instruction in observable, and measurable job-ready skills, general employment competencies and occupational skills that will enable the participant to work towards self-sufficiency. The OJT Training Plan must be agreed upon and signed by the employer and CSTB. The customer and CSTB staff sign off on the IEP/Career Plan documenting provision of OJT service.

An analysis of the trainee’s prior work history, transferrable work skills and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the OJT Training Plan. Each skill description should be concise and the individual tasks should be measurable and observable. The specific types and sources of information used to identify the scope of the skills gap must be included in the participant’s case file.

OJT Contract Requirements

CSTB’s OJT contract meets all of the requirements outlined in the CareerSource Florida Administrative Policy – OJT.

Reimbursement:

Participating businesses will receive a fifty percent (50%) reimbursement for eligible OJT participants. In accordance with CareerSource Florida Administrative Policy on OJT LWDB’s may increase the reimbursement rate for OJT up to 75% for OJT contracts when the following factors have been evaluated:

1. The characteristics of the participants;
2. The size of the employer, with an emphasis on small businesses; and

3. The quality of employer- provided training and advancement opportunities, e.g. the OJT contract is for an in-demand occupation that leads to an industry-recognized credential.

A 75% reimbursement rate will be established when a business enters into an OJT agreement where the employer has 50 or less employees.

All training assistance awards are based on eligibility and available funding as well as:

- agree to enter into an OJT Agreement;
- agree to provide on-the-job skills training for the new employee(s) selected, and
- agree to retain the employees(s) upon successful completion of training.

Conflict of Interest

1. The CSTB will not favor a referral from and/or to a Board member of the CSTB over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.

2. The CSTB CEO/COO shall be notified whenever the OJT Agreement is connected to a CSTB Board member or employee.

3. CSTB are prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other CSTB staff.

4. The contracted OJT business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes).

5. No participant is placed in an OJT where a member of that person's immediate family is directly supervised by or directly supervises the participant. Family means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- a. A married couple and dependent children;
- b. A parent or guardian and dependent children; or
- c. A married couple.

Reverse Referrals

In very limited circumstances OJT initiated through "reverse referral" may be permitted. Reverse referral occurs when an individual is referred to CSTB from a prospective employer (under either formal or informal agreement) for assessment as to whether the individual meets the employer's hiring requirements for a specific position. Employers must not make or have made a hiring decision prior to the participant becoming eligible for the OJT program through CSTB. Development of an OJT for an individual referred by the employer may be permitted only when:

1. the individual progresses through the intake process as with any other CSTB customer and meets all WIOA eligibility and suitability requirements;
2. the completed individual career plan/service strategy indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening;
3. justification for WIOA training services outlines OJT is most appropriate, needed and identifies participant skill gap analysis;

4. the employer meets all the eligibility criteria outlined in this policy; and
5. the employer has not made a hiring decision prior to the individual referral to CSTB (If so, OJT cannot occur)
6. the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

A reverse referral is when the business has identified someone they would like to hire but the individual has demonstrated skills deficiency related to the position's requirements. A business may refer a job applicant to CSTB for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with CSTB and must be eligible for WIOA as a dislocated worker or adult. CSTB must utilize normal eligibility assessment and enrollment procedures. Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

Individual Employment Plan (IEP)

CSTB must develop an individual service strategy for each participant. A service strategy is a document created jointly by the participant and case manager, and is based on career planning and the results of the objective assessment. The service strategy includes a summary of the jobseeker's strengths, barriers, services needed, education and employment goals, and services provided. The IEP will be updated during a one-on-one appointment between the trainee and a CSTB Career Specialist. This process will also define the short and long term goals of the work experience opportunity as well as future employment plans of the trainee. The trainee's IEP must identify their internship/work experience field of training while outlining goals and objectives with defined timelines and projected completion dates.

When selecting work-based training for a participant, the WIOA Career Specialist must include the following in the service strategy:

1. A determination that a work-based training activity is appropriate to meet the participant's needs;
2. The specific work-based training most appropriate for the participant based on an assessment of the participant's needs, skill set, and other characteristics necessary to determine the best activity for the participant;
3. The specific short and long-term goals for the work-based training activity, by identifying the purpose of the activity and outcomes expected;
4. The employer with whom the activity will be done and other information relevant to the work-based training activities;
5. Responsibilities of the CSTB, employer and participant; and
6. Other activities necessary to support the work-based training activity.

Worksite Agreement

OJT activities require a Worksite Agreement in the customer file. The Worksite Agreement will establish the parameters wherein a customer will gain the job-readiness skills necessary to obtain unsubsidized employment, and must be secured prior to the participant beginning their OJT assignment.

Each employer participating in work-based training must develop a CSTB OJT Agreement. The worksite agreement must include:

1. A job description and/or training outline

2. Contact information for the supervisor
3. Record-keeping and payroll information,
4. Process to monitor the participant's worksite activities and ensure adherence to the records retention requirements, as applicable.
5. Worksite agreements for work-based training. For agreements with a staffing agency, the worksite agreements must include signatures of both the worksite employer and the staffing agency.

CSTB will maintain information on each job placement in the form of an agreement signed by all parties. Each employer partner will receive a copy of the fully executed OJT agreement.

Work-Based Training Employ Florida Service Codes

Each work-based training activity is assigned a unique service code in Employ Florida service codes identified and described in the Employ Florida Service Code Guide. CSTB must assign the appropriate code to each individual engaged in a work-based training activity. The details of the work-based OJT activity must be included in the service strategy.

Recording of Worksite, Provider and O*Net Code Information

When a participant is enrolled into a work-based training activity, staff must record in Employ Florida, the address and location of the worksite where the participant will work. For OJT, the worksite is the same as the employer and the actual location where the participant will report for work. When a participant is enrolled in a work-based training activity, the provider and O*Net Code for the occupation in which the participant will engage or receive training must be entered into Employ Florida as part of the enrollment process.

Trainee Skill Evaluation

On a monthly basis, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Training Monthly Progress Report. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made during the review period. The OJT Training Monthly Progress Report will also be used at the conclusion of training to document the mastery of the required skills. This will be utilized to document Measurable Skills Gained for WIOA program participants as it outlines the validation of skills and competency attainment for participants.

The trainee's progress under an OJT contract will be formally monitored by the CSTB Business Services staff on a monthly basis during participation in the OJT program. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

Modifications

Modifications to the OJT contract and OJT Work Based Training Plan Outline may be needed. The Business Services staff would be required to submit a CSTB Agreement Modification OJT Agreement and specify the purpose of the modification, total training hours and maximum reimbursement. This requires the CSTB CEO or designee signature approval before any agreement modifications can be fully executed.

Invoicing and Payment

CSTB WIOA Programs Recruiter will track the completion of OJT positions and work directly with employers to ensure that required OJT reimbursement forms and supporting documentation is submitted timely for processing.

Employers will be required to complete Attachment II – Individual OJT Reimbursement Form. The form identifies the employer name, # of weeks, hours and total reimbursement amount being requested. The form along with supporting documentation is submitted to OJTinvoice@careersourcetampabay.com or fax to 855.484.6949. Supporting documentation includes the following:

1. Payroll Documents shall include paystubs showing pay period dates, pay date, type of hours worked, rate of pay, deductions, etc.
2. Timesheet Detail for only the FIRST and Last week worked of the OJT/PWE Training Period.
3. W9 Form for employers receiving OJT Reimbursement.

The CSTB WIOA Programs Recruiter will notify the Finance Department and submit completed OJT Reimbursement forms for processing.

Monitoring

Monitoring and evaluation of the program plays a critical role in insuring that the goals of the OJT are achieved. The on-site monitoring is essential and must include documenting information received directly from the OJT trainee and should capture the trainee's supervisor's perspective about how the training is progressing. Onsite monitoring will include site visits to the worksite and interviews of participants and supervisors by the OJT Program staff and internal CSTB Program Monitors. In addition to this, the monitoring should examine the process of compliance with the OJT Agreement, training plan, the regulations, payment of wages, and the maintenance of records and working conditions in keeping with Federal requirements. At a minimum CSTB must conduct an in-person visit to each worksite where an OJT participant is placed at least once per year.

Any Agreement deviations noted should be dealt with promptly, either with a corrective action plan or by suspension or termination of the agreement if serious violations have occurred. All visits to the business should be documented in the business EF account file and electronic file. The entry should identify when the visit was made, the name of the CSTB staff member conducting the visit, what was observed, who was interviewed, a synopsis of the content of the conversation, any items of concern that need to be addressed and the outcome of the visit.

Additional programmatic monitoring will be conducted throughout the PY by our internal Program Monitor under the direction of our Director MIS and Data Services. Financial monitoring will be handled by our Director of Fiscal Compliance.

Supportive Services

Support services are available for Adult, Dislocated Worker and Youth work-based training participants. Limited support services may be made available to trainees on an individualized case-by-case basis. The trainee must verify that a need exists and cannot be met by other community resources. The provision of such support services must be documented in the individual service strategy. Support service needs are identified through the assessment process and outlined in the service strategy. Support services may be provided pursuant to **CSTB Supportive Service and Incentive Policy - # #018-C0012b**.

Performance

A. All businesses must be deemed eligible to participate in the OJT program. The eligibility status will

be determined by CSTB a Business Service Account Executive Onsite Assessment as well as outcome and retention performance from previous OJT Agreements.

B. CSTB will monitor OJT Agreements for performance. Businesses are expected to maintain a specific OJT completion rate and a retention ratio as defined herein. Businesses who do not meet these performance measures will be suspended from additional OJT opportunities for a period of (6) months.

1. **OJT Completion and Retention - WIOA:** at least 80% of OJTs executed must be successful (to completion) in order for businesses to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
2. **OJT Completion and Retention - WTP:** at least 60% of OJTs executed must be successful (to completion) in order for the business to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
3. Exceptions to the OJT completion rate may be made for a trainee's release involving mitigating circumstances that may result in a "neutral termination." Mitigating circumstances may include circumstances such as the OJT trainee resigns for higher wage employment; death of OJT trainee; or extreme circumstances out of the business's control. Neutral terminations will not be considered in determination of retention ratio and must be clearly documented and approved.
4. Retention is measured on OJT agreements based on completion dates within the previous twelve (12) months. Failure to meet performance standards may result in a business's suspension from the OJT program.
5. A suspended business may be considered for additional OJT's in one of two ways (whichever occurs first):
 - a. After six (6) months from exit date of most recent unsuccessful OJT or non-retained OJT trainee, OR
 - b. Business demonstrates a willingness to allow CSTB to screen and place candidates to non-OJT jobs, and those hires result in a positive retention at the end of six (6) months from hire date.

Authorized Signatories

- The Chief Executive Officer, Chief Operating Officer and designee are hereby authorized to execute OJT Agreements.
- If necessary during the OJT process, CSTB will accept electronically submitted scanned or faxed documents with signatures of the representatives that have legal authority to contract and bind the respective organization in their capacity as a signatory official.

INQUIRIES: Any questions about this policy should be directed to the Chief Operating Officer and his/her designee.

Key Regional Workforce / Demographic Indicators

- In December 2019, the unemployment rate in Hillsborough County was 2.5 percent. This rate was 0.6 percentage point lower than the region's year ago rate of 3.1 percent. The region's December 2019 unemployment rate was 0.1 percentage point lower than the state rate of 2.9 percent. The labor force was 756,543 up 13,792 (+2.1) over the year. There were 21,480 unemployed residents in the region.
- The industries gaining in jobs over the year were:
 - Professional and business services (+7,500 jobs);
 - Mining, logging, and construction (+6,700 jobs);
 - Education and health services (+5,800 jobs);
 - Leisure and hospitality (+4,400 jobs);
 - Trade, transportation, and utilities (+2,100 jobs);
 - Manufacturing (+1,700 jobs); other services (+1,700 jobs);
 - Financial activities (+1,300 jobs); and government (+300 jobs).

Key Initiatives/ Events

- CareerSource Tampa Bay is pleased to announce our upcoming 2020 Spring Career Fairs and would like to invite your business to participate as one of our showcase sponsors. The mission of these events is to support and assist employers in our community with their recruitment efforts in the most efficient and cost-effective manner as possible.
 - Professional Mixer Event
Thursday, April 30, 2020 from 5:00 p.m. to 7:00 p.m.
TPepin Hospitality Centre- 4121 N 50th St., Tampa FL 33610
Professional Mixer Contact: Kathy Holmes
P: (813) 397-2069 E: homesk@careersourcetb.com
 - General Job Fair
Thursday, May 14, 2020 from 10:00 a.m. – 1:00 p.m.
Tampa Center Location: 9215 N. Florida Ave., Suite 101, Tampa, FL 33612
General Job Fair contact: Astrid Mosterd
P: (813) 397-2090 E: mosterda@careersourcetb.com

CareerSource Tampa Bay Business and Education Summit:

CareerSource Tampa Bay held a business and education summit on Friday, February 28, 2020. The event's theme was Vision 2020. The event was held at the Tampa Marriott Waterside in downtown Tampa to focus on the new construction and jobs being created in the area. The event was sold out two weeks prior to the event.

The goal of Vision 2020 was to understand business and education demands for the Tampa Bay job market. There were 306 people registered to attend the event and attracted business, education and community leaders. (There were 129 non-paying registrants and 177 paying registrants for a total of \$8,750.) The summit also featured industry recognized speakers sharing their insights on the current economic positions and vision for the future of work.

A total of 21 sponsors for the event generated \$55,500 to help offset the cost of the event. A complete list of sponsors can be found at the Vision 2020 website <https://www.careersourcetampabay.com/vision2020/> which was created with the help of marketing, a statewide coop grant and Moore Communications.

In addition, attendees participated in interactive discussions focused on growing the most skilled talent and best trained workforce in our area and engage in feedback regarding industry needs, talent challenges and skills required to take their businesses to the next level.

Speakers for the event included:

- Hillsborough County Commissioner, Sandra Murman
- Mayor of Tampa, Jane Castor
- Chairman & CEO Sage Policy Group, Inc. Anirban Basu
- Andrew Crapuchettes, CEO – EMSI

The event also featured a roundtable discussion with Tampa area CEO's. The CEO Roundtable was moderated by the National Association of Workforce Boards, President & CEO Ron Painter and included the following:

- Marie Chinnici Everitt – CMO-Regional Manager, DTCC (Depository Trust & Clearing Corporation)
- Craig Richard – President & CEO, Tampa Bay Economic Development Council (EDC)
- Dave Pizzo, – Market President , Blue Cross and Blue Shield
- Mercedes Young – CEO, Vivid Consulting
- Kevin Carr – CEO, FloridaMakes
- Mark Sharpe – Chief Potential Officer, Tampa Innovation Partnership
- John Flanagan – CEO, CareerSource Tampa Bay



Chair's Report

The Vision 2020 summit also featured a breakout session where business leaders offered valuable input into the business and education needs for the following industry sectors:

- Finance/professional services
- Trades/transportation
- Hospitality/retail/tourism
- Manufacturing/logistics
- Information Technology
- Life sciences/healthcare
- Entrepreneurs
- Military Affairs

CareerSource Tampa Bay and our educational partners received incredible feedback from these breakout sessions. Handouts at the breakout session also included market data and employment trends specific to each industry sector in Hillsborough County.

The Committee for Vision 2020 was made up of the following individuals:

John Flanagan, Juditte Dorcy, Dan Scheckenburger, Doug Tobin, Tammy Stahlgren, Michelle Schultz, Sheila Doyle, Maria Suarez, Maginda Montero, and Kathy Holmes.

The Committee is currently looking at sites to hold the event in 2021. Thank you to everyone who made this event successful.



Chair's Report

Educational Attainment Snapshot

Hillsborough County, FL

Emsi Q1 2020 Data Set

February 2020

CareerSource Tampa Bay



Educational Attainment Snapshot

Hillsborough County, FL

Emsi Q1 2020 Data Set

February 2020

Parameters

Regions

Code	Description
12057	Hillsborough County, FL

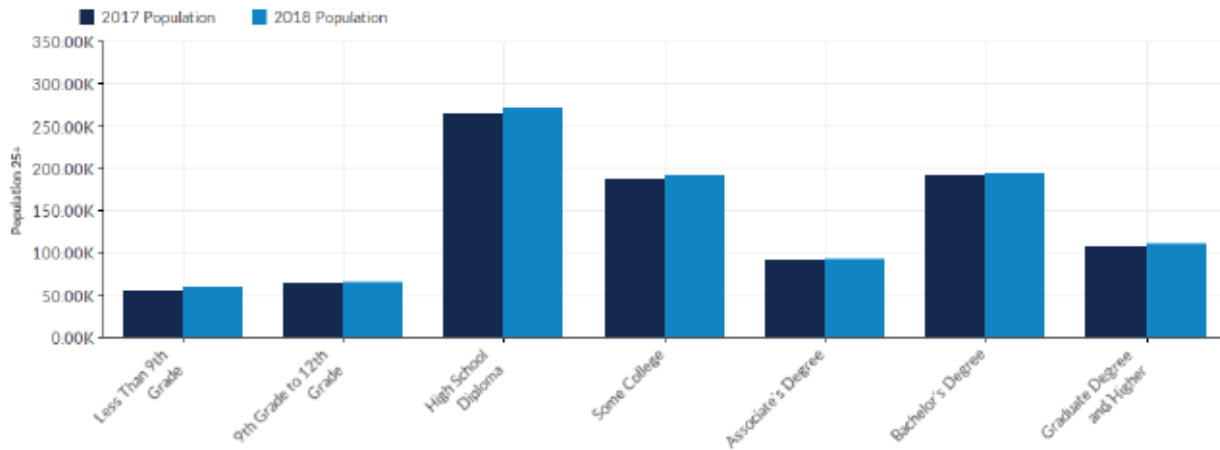
Timeframe

2017 - 2018

CareerSource Tampa Bay

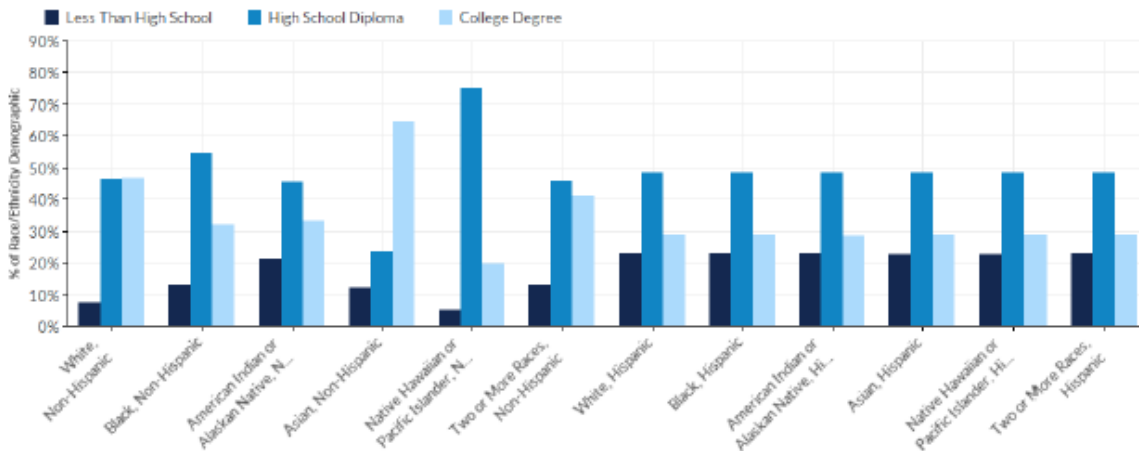


Educational Attainment by Level



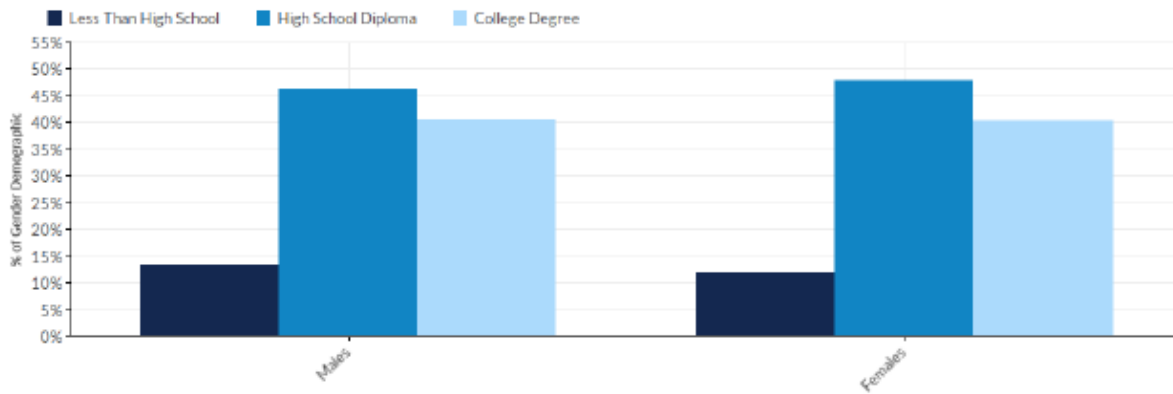
Education Level	2017 Population	2018 Population	2017 % of Population	2017 State % Population	2017 National % Population
Less Than 9th Grade	55,849	59,238	6%	6%	6%
9th Grade to 12th Grade	63,959	64,678	7%	7%	7%
High School Diploma	265,412	271,150	28%	29%	28%
Some College	187,319	191,192	19%	20%	21%
Associate's Degree	90,242	92,582	9%	10%	8%
Bachelor's Degree	190,914	194,352	20%	18%	19%
Graduate Degree and Higher	107,739	110,784	11%	10%	12%
	961,434	983,976	100%	100%	100%

Educational Attainment by Race/Ethnicity



Race/Ethnicity	2017 Population	2018 Population	2017 Less Than High School	2017 High School Diploma	2017 College Degree
White, Non-Hispanic	516,231	518,515	37,251	239,019	239,961
Black, Non-Hispanic	139,359	143,911	18,369	76,360	44,631
American Indian or Alaskan Native, Non-Hispanic	2,422	2,386	512	1,107	803
Asian, Non-Hispanic	41,947	44,497	5,109	9,813	27,025
Native Hawaiian or Pacific Islander, Non-Hispanic	701	715	36	527	138
Two or More Races, Non-Hispanic	11,339	11,927	1,485	5,195	4,659
White, Hispanic	225,419	236,703	51,561	109,087	64,770
Black, Hispanic	15,269	16,085	3,485	7,390	4,394
American Indian or Alaskan Native, Hispanic	2,446	2,552	564	1,183	699
Asian, Hispanic	1,094	1,144	249	529	315
Native Hawaiian or Pacific Islander, Hispanic	541	566	123	262	156
Two or More Races, Hispanic	4,667	4,975	1,064	2,259	1,344
	961,434	983,976	119,807	452,731	388,895

Educational Attainment by Gender



Gender	2017 Population	2018 Population	2017 Less Than High School	2017 High School Diploma	2017 College Degree
Males	460,539	471,906	61,159	212,866	186,514
Females	500,895	512,070	58,648	239,865	202,382
	961,434	983,976	119,807	452,731	388,895

Appendix A - Data Sources and Calculations

Educational Attainment Data

Emsi's educational attainment numbers are based on Emsi's demographic data and the American Community Survey. Educational attainment data cover only the population aged 25 years or more and indicate the highest level achieved.



Action Item # 1

Accept the Annual Financial Statement Audit For the Fiscal Year Ended June 30, 2019

Background

The audit firm of James Moore, CPAs has completed the annual financial statement audit of Tampa Bay WorkForce Alliance, Inc. for the fiscal year ended June 30, 2019. Enclosed is a copy of the audit report. Representative from the audit firm will present the results to the Board of Directors.

Information:

SAS 114 Letter: The Auditor's Communication with Those Charged with Governance, has been provided for informational purposes only.

This letter is a required communication letter for all financial statement audits. The purpose of the letter is to communicate to those charged with governance, the scope of audit procedures performed, significant findings, and other information, such as disagreements with management, audit adjustments and significant estimates, that aren't communicated in the audited financial statements.

Recommendation

Audit committee recommends accepting the Annual Financial Statement Audit for the fiscal year ended June 30, 2019.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Financial Statements, Supplemental Information and Regulatory Reports

June 30, 2019 and 2018

(With Independent Auditor's Report Thereon)

DRAFT

TAMPA BAY WORKFORCE ALLIANCE, INC.

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors,
Tampa Bay Workforce Alliance, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Tampa Bay Workforce Alliance, Inc., which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tampa Bay Workforce Alliance, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Emphasis of Matter

As discussed in Note 2(v) to the financial statements, in the year ended June 30, 2019, the organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, which modifies the presentation of the financial statements. Our opinion is not modified with respect to this matter.

Other Matter

The financial statements of Tampa Bay Workforce Alliance, Inc. for the year ended June 30, 2018, were audited by another auditor who expressed an unmodified opinion on those statements on January 23, 2019.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2020, on our consideration of Tampa Bay Workforce Alliance, Inc. internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tampa Bay Workforce Alliance, Inc. internal control over financial reporting and compliance

Tallahassee, FL
March 19, 2020

TAMPA BAY WORKFORCE ALLIANCE, INC.

Statements of Financial Position

June 30, 2019 and 2018

Assets	2019	2018
Current assets:		
Cash and cash equivalents	\$ 2,241,041	\$ 1,101,717
Grants receivable	758,939	629,147
Accounts receivable	95,160	100,904
Prepaid expenses	296,711	402,851
Total current assets	<u>3,391,851</u>	<u>2,234,619</u>
Noncurrent assets:		
Board designated cash	318,111	312,334
Property and equipment, net	714,943	914,815
Total noncurrent assets	<u>1,033,054</u>	<u>1,227,149</u>
Total assets	<u>\$ 4,424,905</u>	<u>\$ 3,461,768</u>
Liabilities and Net Assets		
Liabilities:		
Accounts payable	\$ 127,692	\$ 62,515
Contracts payable	352,208	251,770
Participants payable	384,347	272,052
Related party payable	165,065	51,984
Accrued expenses	838,140	540,816
Deferred grant revenue	1,074,392	510,681
Deferred revenue	3,221	9,580
Total current liabilities	<u>2,945,065</u>	<u>1,699,398</u>
Net assets:		
Without donor restrictions		
Operating	1,161,729	1,450,036
Board designated	318,111	312,334
Total net assets	<u>1,479,840</u>	<u>1,762,370</u>
Total liabilities and net asset	<u>\$ 4,424,905</u>	<u>\$ 3,461,768</u>

See accompanying independent auditor's report and notes to financial statements.

TAMPA BAY WORKFORCE ALLIANCE, INC.
 Statements of Activities
 Year Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Grants		
Federal	\$ 16,697,950	\$ 16,731,251
Local	285,819	111,763
In-Kind Revenue	7,980	7,980
Contribution and sponsorship	8,004	8,500
Other	104,155	131,140
Total Revenues	17,103,908	16,990,634
Expenses:		
Program services		
Workforce development	15,860,613	15,699,002
Supporting services		
General and administrative	1,525,825	1,428,353
Total Expenses	17,386,438	17,127,355
Changes in net assets without donor restrictions	(282,530)	(136,721)
Net assets at beginning of year	1,762,370	1,899,091
Net assets at end of year	\$ 1,479,840	\$ 1,762,370

See accompanying independent auditor's report and notes to financial statements

TAMPA BAY WORKFORCE ALLIANCE, INC.

Statements of Functional Expenses

Year Ended June 30, 2019

	<u>Workforce Development</u>	<u>General and Administrative</u>	<u>Totals</u>
Salaries	\$ 6,743,979	\$ 769,983	\$ 7,513,962
Retirement	227,872	26,017	253,889
Payroll taxes and fringe	631,355	72,084	703,439
Staff training and education	59,869	6,835	66,704
Accounting and professional	604,692	212,975	817,667
Community outreach	62,872	7,178	70,050
Communications	107,570	12,282	119,852
Office expenses	439,792	50,213	490,005
Licenses, dues and other fees	23,091	2,636	25,727
Other expenses	871	99	970
Occupancy	1,128,950	128,896	1,257,846
Travel	120,574	13,766	134,340
Meetings and conferences	51,049	5,828	56,877
Insurance	74,033	8,453	82,486
Service provider contracts	619,750	-	619,750
Customer training	4,957,132	-	4,957,132
In-Kind Expense	7,162	818	7,980
Loss on disposal	-	-	-
Depreciation	-	207,762	207,762
	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 15,860,613</u>	<u>\$ 1,525,825</u>	<u>\$ 17,386,438</u>

See accompanying independent auditor's report and notes to financial statements

TAMPA BAY WORKFORCE ALLIANCE, INC.
 Statements of Functional Expense
 Year Ended June 30, 2018

	<u>Workforce Development</u>	<u>General and Administrative</u>	<u>Totals</u>
Salaries	\$ 7,098,413	\$ 642,564	\$ 7,740,977
Retirement	271,810	24,605	296,415
Payroll taxes and fringe	597,826	54,117	651,943
Staff training and education	12,485	1,130	13,615
Accounting and professional	468,817	227,298	696,115
Community outreach	177,452	16,063	193,515
Communications	105,011	9,506	114,517
Office expenses	319,689	28,939	348,628
Licenses, dues and other fees	22,455	2,033	24,488
Other expenses	1,460	132	1,592
Occupancy	1,118,328	101,234	1,219,562
Travel	92,780	8,399	101,179
Meetings and conferences	1,108	100	1,208
Insurance	69,528	6,293	75,821
Service provider contracts	508,317	-	508,317
Customer training	4,825,543	-	4,825,543
Inkind expense	7,318	662	7,980
Loss on disposal	-	96,610	96,610
Depreciation	-	209,330	209,330
	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 15,698,340</u>	<u>\$ 1,429,015</u>	<u>\$ 17,127,355</u>

See accompanying independent auditor's report and notes to financial statements

TAMPA BAY WORKFORCE ALLIANCE, INC.
 Statements of Cash Flows
 Year Ended June 30, 2019

	2019	2018
Cash flows from operating activities:		
Change in net assets	\$ (282,530)	\$ (136,721)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	207,762	209,330
Loss on disposal	-	96,610
Changes in assets and liabilities:		
(Increase) Decrease in grants receivable	(129,792)	2,262,428
Decrease (Increase) in accounts receivable	5,744	(69,402)
Decrease in prepaid expenses	106,140	1,656
Increase (Decrease) in accounts payable	65,177	(5,197)
Increase in contracts payable	100,438	122,159
Increase (Decrease) in participants payable	112,295	(560,557)
Increase in related party payable	113,081	3,748
Increase (Decrease) in accrued expenses	297,324	(158,970)
Increase (Decrease) in deferred grant revenue	563,711	(646,149)
Increase (Decrease) in deferred revenue	(6,359)	(9,579)
Net cash provided by operating activities	1,152,991	1,109,356
Cash flows from investing activities:		
Acquisition of property and equipment	(7,890)	(167,013)
Net cash used in investing activities	(7,890)	(167,013)
Net increase in cash	1,145,101	942,343
Cash, beginning of year	1,414,051	471,708
Cash, end of year	\$ 2,559,152	\$ 1,414,051
Supplemental disclosures:		
As shown on Statement of Financial Position		
Cash and cash equivalents	\$ 2,241,041	\$ 1,101,717
Board designated cash	318,111	312,334
Cash, end of year	\$ 2,559,152	\$ 1,414,051

See accompanying independent auditor's report and notes to financial statements

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(1) **Nature of Organization and Purpose**

Effective February 10, 2014, Tampa Bay Workforce Alliance, Inc. (TBWA) began doing business as CareerSource Tampa Bay. The rebranding was in coordination with Florida's Workforce System to have a unified brand state-wide. The Tampa Bay Workforce Alliance, Inc. was organized on June 27, 2000, in Tampa, Florida, and created in accordance with the Florida Workforce Innovation Act of 2000 to serve as the administrative entity for programs of the Local Workforce Development Board in Hillsborough County (the Board). This public-private partnership supports and promotes economic growth through workforce development. The Board consists of representatives of business, education, labor, economic development, organizations identified as one stop partners, and other individuals as appointed by the Hillsborough County Board of County Commissioners. The Board is one of twenty-four Local Workforce Development Boards in the State of Florida providing for the development, planning, monitoring and administration of the following grants and programs:

- Temporary Assistance for Needy Families
- Workforce Innovation and Opportunity Act:
 - Adult
 - Dislocated Worker
 - Youth
 - Community Based and Sector Strategy Training Initiatives
- Wagner Peyser
- Military Spouse
- Disabled Veterans Outreach Program
- Local Veterans Employment Representative Program
- Apprenticeship USA Grant
- Trade Adjustment Assistance
- Supplemental Nutrition Assistance Program
- Reemployment Services and Eligibility Assessment
- H-1B Job Training (Tech Hire Partnership Grant)

(2) **Summary of Significant Accounting Policies**

The following is a summary of the significant accounting policies and practices of TBWA which affect the accompanying financial statements:

(a) **Basis of Accounting**

TBWA follows the provisions of the Financial Accounting Standards Board of Accounting Standards of Codification ("FASB ASC") and the standards of financial reporting for not-for-profit organizations as described in the American Institute of Certified Public Accountants' *Industry Guide for Not-for-Profit Organization*. Accordingly, the financial statements are prepared on the accrual basis of accounting. The financial statements of TBWA are the representation of management and include estimates of amounts and judgment it believes are reasonable under the circumstances.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(b) **Basis of Presentation**

Net assets of TBWA and changes therein are classified and reported as follows:

Net assets without donor restrictions

Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions

Net assets subject to donor-imposed restrictions are temporary in nature, such as those that will be met either by actions of TBWA and/or passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreased in net assets without donor restrictions. Gains and losses on assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by laws. Expirations of net assets with donor restrictions (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time has elapsed) are reported as net assets released from restrictions. TBWA implemented ASU 2016-14, *Presentation of Financial Statements of Financial Statements of Not-for-Profit Entities*, during 2019.

(c) **Reclassification**

Certain amounts in the prior year's financial statements have been reclassified to conform to the presentation of the current year financial statements. These reclassifications had no effect on the prior period change in net assets without donor restrictions.

(d) **Use of Estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

(e) **Financial Instruments Not Measured at Fair Value**

The Organization's financial instruments are not measured at fair value on a recurring basis; however, certain financial instruments are recorded at amounts that approximate fair value due to their liquid or short-term nature. Such financial assets and financial liabilities include cash and cash equivalents, grant receivables, prepaid expenses, accounts payable, accrued expenses and deferred revenue.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(f) **Cash and Cash Equivalents**

For purposes of reporting cash flows, all deposits with an original maturity of three months or less are considered to be cash equivalents. Cash designated to fund accrued paid time off is classified as restricted cash in the accompanying statement of financial position

(g) **Grants Receivable**

TBWA's grants receivable consist of amounts to be received from governments and governmental agencies for grants and appropriations. TBWA considers its receivables to be fully collectible. Accordingly, no provision for uncollectible amounts has been made in the accompanying financial statements.

(h) **Accounts Receivable**

TBWA considers accounts receivable to be fully collectible at June 30, 2019 and 2018. Therefore, no provision for uncollectible amounts has been made in the accompanying financial statements.

(i) **Prepaid Expenses**

Prepaid expenses consist of prepaid insurance, rents, services and participant incentive cards. Incentive cards are Visa cards in various denominations. Unused incentive cards are recorded as prepaid expense. These incentive cards are used for providing support services to participants served by TBWA

(j) **Property and Equipment**

Property and equipment are stated at cost, if purchased, or at estimated fair value at date of receipt if acquired by gift. Depreciation is recognized over the estimated useful lives of the assets of three to seven years for property and equipment and fifteen years for leasehold improvements, using the straight-line method. All expenditures for property less than \$5,000 are expensed when purchased.

In the event of disposal of property and equipment acquired through expenditures of federal funds, TBWA may be required to return the property and equipment to the funding source or obtain its approval to dispose of the property and equipment. Additionally, the proceeds from any disposal of property and equipment may be required to be refunded to the respective funding source.

(k) **Personal Time Off**

TBWA employees are entitled to personal time off (PTO). PTO is based on length of employment and other factors. PTO is accrued when earned. PTO of \$318,111 and \$312,334 are included as a component of accrued expenses in the Statement of Financial Position at June 30, 2019 and 2018, respectively.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(l) **Participants Payable**

TBWA provides eligible participants a forum for training in demand driven occupations through On-the-Job Training (OJT) and Occupational Skills Training (Individual Training Account – ITA). With an OJT, a local employer provides on-the-job training for a full-time salary or hourly position listed in TBWA’s targeted occupation list. TBWA reimburses the employer for a fixed portion of the OJT training costs. ITA provides eligible participants a pre-established amount of funding to access approved training programs, provided by eligible training providers, in order to qualify for occupations that are in high demand in the local area and throughout the state. Costs associated with training services received but not paid as of the end of the fiscal year are \$384,347 and \$272,052 at June 30, 2019 and 2018, respectively, and recorded as participant payable in the Statements of Financial Position.

(m) **Revenue Recognition**

Revenues and the related expenses of cost-reimbursement grant programs are recognized as allowable costs are incurred. Federal grant advances are classified as deferred revenue until expended for the intended purpose. Grants receivable relates to support earned but not yet received from federal sources.

(n) **Functional allocation of Expenses**

The cost of providing TBWA’s various programs and other supporting services have been summarized on a functional basis in the statement of activities. Direct expenses are charged directly to the related program. Certain costs which are directly shared have been allocated to programs based upon the relative benefits received. Expenses that are not directly identifiable with a specific program are allocated as indirect costs to benefiting programs based upon the Organization’s indirect cost rate. For the period July 1, 2018 through June 30, 2020, the Organization negotiated an indirect cost rate of 14.59% of modified total direct cost. The de minimis indirect rate of 10-percent of modified total direct costs was utilized for the fiscal year ending June 30, 2018.

Supporting services in the statement of activities include expenses that have been allocated both directly and indirectly to the Organization’s programs. Supporting services include planning, development, oversight and administrative functions of all programs, support services for the One Stop System including Information Technology, Management Information Systems, Facility Management, Community Outreach, and One Stop Staff training and development activities.

(o) **Income Taxes**

TBWA is a not-for-profit corporation under the laws of the State of Florida and is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Code provides

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(o) **Income Taxes - continued**

for taxation of unrelated business income under certain circumstances. TBWA believes that it has no liability for taxes with respect to unrelated business income. However, such status is subject to final determination upon examination of the related income tax returns by the appropriate taxing authorities.

TBWA follows Accounting Standards Codification Topic 740, *Income Taxes* (“ASC 740”). A component of this standard prescribes a recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities.

TBWA’s policy is to recognize interest and penalties associated with tax positions under this standard as a component of tax expense, and none were recognized since there was no material impact of the application of this standard for the years ended June 30, 2019 and 2018. As required by Internal Revenue Service regulations, the Organization annually files a Form 990, “Return of Organization Exempt from Income Tax” with the Internal Revenue Service. The returns for 2019, 2018 and 2017 are subject to review and adjustment by the Internal Revenue Service.

(p) **Community Outreach**

The Organization expenses Community Outreach costs as incurred. Community Outreach expense for the years ended June 30, 2019 and 2018 totaled \$70,050 and \$193,515, respectively.

(q) **Retirement Plan**

The provision for employer contribution costs is recorded on an annual basis. Employer contributions are funded as they accrue.

(r) **Federal Matching and Leveraged Contributions**

Certain Federal programs require cost sharing (match) or leveraged contributions as a condition of the grant award. This match or leveraged contributions may be cash, in-kind or a combination. The amount of qualifying leveraged contributions received during the fiscal year ended June 30, 2019 and 2018 totaled \$656,411 and \$1,209,234, respectively. These amounts are not recorded in the Statements of Activities as they do not meet the criteria for financial statement recognition.

(s) **In-Kind Contributions**

In-kind contributions of services, goods or space may be donated during the year. Contribution of services are recognized as in-kind revenue at their estimated fair market value when they create or enhance nonfinancial assets, or they require specialized skills, are provided by individuals possessing those skills and would typically need to be purchased if not donated. Contributed space of \$7,980 for the fiscal years ended June 30, 2019 and 2018 is recognized in the Statement of Activities as In-Kind Revenue.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(t) **Subsequent Events**

TBWA has evaluated events and transactions for potential recognition or disclosure in the financial statement through March 19, 2020, the date the financial statements were available to be issued.

(u) **Recent Accounting Pronouncements**

The FASB and other entities issued new or modifications to, interpretations of, existing accounting guidance during 2019 and 2018. TBWA has considered the new pronouncements that altered accounting principles generally accepted in the United States of America, and other than as disclosed in the notes to the financial statements, does not believe that any other new or modified principles will have a material impact on TBWA's reported financial position or operations in the near term.

In May 2014, the FASB issued Accounting Standards Update 2014-09: *Revenue from Contracts with Customers*, to clarify the principles used to recognize revenue for all entities. The new standard (as amended) is effective for fiscal years beginning after December 15, 2018 and may be adopted early. TBWA is currently evaluating the effect that implementation of the new standard will have on its financial position, results of operation, and cash flows.

In February 2016, the FASB issued Accounting Standards Update 2016-02: *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the Statement of Financial Position and disclosing key information about lease arrangements. The new standard is effective for fiscal years beginning after December 15, 2020 and may be adopted early. TBWA is currently evaluating the effect that implementation of the new standard will have on its financial position, results of operation, and cash flows.

In November 2016, the FASB issued Accounting Standards Update 2016-18: *Statement of Cash Flows (Topic 230): Restricted Cash*, to reduce the diversity in the presentation of restricted cash and restricted cash equivalents in the Statement of Cash Flows. The new standard is effective for fiscal years beginning after December 15, 2018 and may be adopted early. TBWA is currently evaluating the effect that implementation of the new standard will have on its financial position, results of operation, and cash flows.

In June 2018, the FASB issued Accounting Standards Update 2018-08: *Not for Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify whether a transaction should be considered a contribution or an exchange transaction and to determine whether a contribution is conditional. The new standard is effective for fiscal year beginning after December 15, 2018 and may be adopted early. TBWA is currently evaluating the effect that implementation of the new standard will have on its financial position, results of operation, and cash flows.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(2) **Summary of Significant Accounting Policies – Continued**

(v) **Implementation of Accounting Pronouncement**

On August 18, 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. TBWA has adjusted the presentation of its financial statements accordingly, applying the changes retrospectively to the comparative period presented. The new standards change the following aspects of TBWA’s financial statements:

- The temporarily restricted and permanently restricted net asset classes have been combined into a single net asset class called net assets with donor restrictions.
- The unrestricted net asset class as been renamed net assets without donor restrictions.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 3).

The changes have the following effect on net assets at June 30, 2018:

Net Asset Classes	As Originally presented	After Adoption of ASU 2016-14
Unrestricted	\$ 1,762,370	\$ -
Temporarily restricted	-	-
Net assets without donor restrictions	-	1,762,370
Net assets with donor restrictions	-	-
	\$ 1,762,370	\$ 1,762,370

(3) **Liquidity and Availability**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following at June 30, 2019:

Financial assets available within one year, at year end	
Cash and cash equivalents	\$ 2,241,041
Board designated cash	318,111
Grants receivable	758,939
Accounts receivable	95,160
Less those unavailable for general expenditures within one year, due to:	
Board designated	(318,111)
Additional available assets for use over the next 12 months - not designated by donor or board restrictions	\$ 3,095,140

Board designated funds consists of the amount allocated for accrued paid time off. As these amounts are already designated expenses, these are removed from assets available for general expenditures. As shown in the table above, TBWA has adequate financial assets available to meet unexpected liquidity needs. Although board designated funds are set aside for a particular purpose, these amounts could be made available if necessary.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(4) **Grants Receivable**

Grants receivable is comprised of the following federal and local awards at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
U.S. Department of Agriculture		
Supplemental Nutrition Assistance Program	\$ 2,831	\$ -
U.S. Department of Labor		
Employment Service Cluster		
Wagner Peyser	129,777	75,165
Military Spouse	7,434	5,634
Disabled Veteran Outreach Program	241	41,111
Local Veterans Employment Representative Program	-	11,692
Subtotal Employment Service Cluster	<u>137,452</u>	<u>133,602</u>
Reemployment Assistance Program	-	18,523
Reemployment Services and Eligibility Assessment	-	13,158
Trade Adjustment Assistance	476	11,865
National Emergency - Sector Partnership	-	56,415
Workforce Innovation and Opportunity Act Adult	-	136,600
H-1B Job Training Grant (Tech Hire Partnership Grant)	183,430	213,080
U.S. Department of Health and Human Services		
Temporary Assistance for Needy Families	416,382	45,860
Local award:		
City of Tampa		
Tampa Housing Job Plus Grant	18,368	44
	<u>\$ 758,939</u>	<u>\$ 629,147</u>

(5) **Property and Equipment**

Property and Equipment consists of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Equipment	\$ 773,743	\$ 775,842
Software	27,672	19,782
Furniture	345,001	345,001
Leasehold improvements	2,409,327	2,409,327
Total cost	<u>3,555,743</u>	<u>3,549,952</u>
Accumulated depreciation	<u>2,840,800</u>	<u>2,635,137</u>
Property and equipment, net	<u>\$ 714,943</u>	<u>\$ 914,815</u>

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(6) **Deferred Grant Revenue**

Deferred grant revenue is comprised of the following federal and local awards at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
U.S. Department of Agriculture		
Supplemental Nutrition Assistance Program	\$ -	\$ 7,901
U.S. Department of Labor		
Employment Service Cluster		
Local Veterans Employment Representative Program	3,428	-
Subtotal Employment Service Cluster	<u>3,428</u>	<u>-</u>
Reemployment Assistance Program	714	-
Reemployment Services and Eligibility Assessment	29,248	-
Hurricanes and Wildfires Supplemental - National Dislocated Worker Grant	4,796	-
Workforce Innovation and Opportunity Act (WIOA) Cluster		
WIOA Adult	271,420	-
WIOA Dislocated Worker	445,379	44,420
WIOA Youth	<u>306,909</u>	<u>272,241</u>
Subtotal WIOA Cluster	<u>1,023,708</u>	<u>316,661</u>
Apprenticeship USA Grants	8,759	-
Local award:		
Citi Foundation	3,739	186,119
	<u>\$ 1,074,392</u>	<u>\$ 510,681</u>

(7) **Commitments**

(a) **Facilities**

TBWA leases facilities (workforce program offices and administrative office) under cancelable and non-cancelable lease agreements. Pursuant to the original lease document the lease shall remain ongoing until cancelled by either party. The lessor or lessee shall have the right to terminate for any reason, without penalty, with one hundred eighty (180) days written notice. Lease payments, net of sublease payments, were approximately \$1,177,000 and \$1,116,000 for the year ending June 30, 2019 and 2018, respectively. In addition, TBWA has entered into sublease arrangements with several of its service partners whereby the partners use office space in the Career Centers. The sublease agreements cover a one-year period and are renewable annually. TBWA received approximately \$64,000 and \$105,000 in sublease payments for the year ending June 30, 2019 and 2018, respectively.

Future minimum lease payments that have remaining terms in excess of one year as of June 30, 2019:

<u>Year Ending June 30,</u>	<u>Amount</u>
2020	\$ 432,000
2021	333,000
2022	<u>226,000</u>
	<u>\$ 991,000</u>

TAMPA BAY WORKFORCE ALLIANCE, INC.
Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(7) **Commitments - Continued**

(a) **Equipment**

TBWA entered into an operating lease for copiers and other office equipment. The minimum rental payments for the remaining fiscal years ending June 30, 2019 are approximately:

Year Ending June 30,	Amount
2020	\$ 55,000
2021	55,000
2022	55,000
2023	20,000
2024	2,400
	\$ 187,400

(8) **Employment Benefits**

(a) **Retirement Plan**

Effective September 1, 2018, TBWA is the employer of record for its employees. In addition, TBWA established a defined contribution retirement plan, Tampa Bay Workforce Alliance, Inc. 401k Plan (TBWA 401k Plan), covering its eligible employees. Prior to September 1, 2018, WorkNet Pinellas, Inc. was the employer of record for TBWA. A defined contribution retirement plan, WorkNet Pinellas, Inc. 401k Plan (WorkNet 401k Plan), was provided to eligible employees by WorkNet Pinellas, Inc.

The TBWA 401k Plan and the WorkNet 401k Plan provides for two types of employer contributions, a non-elective contribution (NEC) and a discretionary matching contribution to eligible employees. The discretionary employer match was not elected for fiscal years ending June 30, 2019 and 2018. For both the TBWA 401k Plan and the WorkNet 401k Plan, the NEC is provided to all eligible employees regardless if the employee contributes. NEC totaled \$253,889 and \$296,414 for the year ended June 30, 2019 and 2018, respectively.

(b) **Cafeteria Contribution**

A cafeteria contribution is provided to eligible employees to be used towards medical, dental, vision and supplemental life insurance. The cafeteria contribution equals 28% of the eligible employee's earnings. It is included as part of the employee's gross pay and paid twice a month over 24 pay periods. The cafeteria contribution totaled \$1,062,328 and \$1,535,108 for the year ended June 30, 2019 and 2018, respectively.

TAMPA BAY WORKFORCE ALLIANCE, INC.

Notes to Financial Statements
Year Ended June 30, 2019 and 2018

(9) **Concentration of Credit Risk**

TBWA maintains its cash with a financial institution. TBWA's deposits are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, TBWA has deposits which exceed the FDIC amount. Management does not anticipate nonperformance by the financial institution.

(10) **Grants**

Costs charged to federal programs under cost-reimbursement grants are subject to government audit. Therefore, all such costs are subject to adjustment. Management believes that adjustments, if any, would not have a significant effect on the financial statements. TBWA receives a substantial amount of its support from federal agencies through various grants. Any significant reduction in the level of this support could have an effect on TBWA's programs.

(11) **Legal Matters**

At year-end, TBWA is being investigated by certain state and federal agencies regarding its operations and utilization of grant funds. As of the date of the financial statements, these state and federal investigations are ongoing and the final results have not been released. Therefore, TBWA cannot conclude as of the report date if a loss is reasonably probable, and the amount of any such loss is not estimable at this time.

TBWA is also involved in various legal actions that, in the opinion of management, will not have a significant effect on the financial position or results of operations of TBWA. Legal actions that pertain to employment matters are generally covered by TBWA's liability insurance.

(12) **Related Party Transactions**

In accordance with applicable regulations, TBWA's Board of Directors includes representatives of private and public sector industries, with which board members are associated for the purpose of providing services to participants. Total payments for providing services to participants during the year ended June 30, 2019 and June 30, 2018 were \$378,009 and \$519,711, respectively, and accounts payable at June 30, 2019 and 2018 were \$165,065 and \$51,984.

SUPPLEMENTAL INFORMATION

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TAMPA BAY WORKFORCE ALLIANCE, INC.
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

Federal/State Agency Pass-Through Entity/ Program Title	Federal CFDA Number	Pass-Thru Entity Identifying Number	Federal Expenditures	Amount to Subrecipients
U.S. Department of Agriculture				
Passed through the Department of Economic Opportunity:				
Supplemental Nutrition Assistance Program Cluster	10.561	34880, 37580	\$ 735,706	\$ -
Total U.S. Department of Agriculture			<u>735,706</u>	<u>-</u>
U.S. Department of Labor				
Passed through the Department of Economic Opportunity:				
Employment Service Cluster:				
Wagner Peysler	17.207	33820, 37452	1,465,136	-
Military Spouse	17.207	37436	98,434	-
Disabled Veterans Outreach Program	17.801	35360, 37754	158,747	-
Local Veterans Employment Representative Program	17.804	35335, 37737	43,913	-
Subtotal Employment Service Cluster			<u>1,766,230</u>	<u>-</u>
Reemployment Assistance Program	17.225	34784, 37709	58,464	-
Reemployment Services and Eligibility Assessment	17.225	35670, 37824, 38015	464,763	-
Trade Adjustment Assistance	17.245	34610, 37634, 34585, 37654, 36550	54,676	-
Hurricanes and Wildfires Supplemental - National Dislocated Worker Grant	17.277	35820	23,204	-
Workforce Innovation and Opportunity Act (WIOA) Cluster:				
WIOA Adult	17.258	33665, 37503, 35260, 35630, 36538, 37932, 37381	3,573,723	-
WIOA Youth	17.259	33415, 37289, 35260, 35630, 36538, 37932, 37381	1,331,691	6,500
WIOA Dislocated Worker	17.278	33690, 37479, 35310, 35260, 35060, 35630, 36538, 37932, 37381	3,695,317	-
Subtotal WIOA Cluster			<u>8,600,731</u>	<u>6,500</u>
Apprenticeship USA Grants	17.285	37271	26,241	-
Subtotal Department of Economic Opportunity			<u>11,730,015</u>	<u>6,500</u>
Passed through Westat, Inc.:				
H-1B Job Training Grant (Tech Hire Partnership Grant)	17.268	HG-29364-16-60-A-12	45,578	-
Subtotal Westat, Inc.			<u>45,578</u>	<u>-</u>
H-1B Job Training Grant (Tech Hire Partnership Grant)	17.268	HG-29364-16-60-A-12	776,176	349,175
Subtotal Direct U.S. Department of Labor			<u>776,176</u>	<u>349,175</u>
Total U.S. Department of Labor			<u>12,551,769</u>	<u>355,675</u>
U.S. Department of Health and Human Services				
Passed through the Department of Economic Opportunity:				
Temporary Assistance for Needy Families Cluster	93.558	37420, 37611	4,146,181	264,075
Total U.S. Department of Health and Human Services			<u>4,146,181</u>	<u>264,075</u>
Total Federal Awards			<u>\$ 16,697,950</u>	<u>\$ 619,750</u>

See Notes to Schedule of Expenditures of Federal Awards

TAMPA BAY WORKFORCE ALLIANCE, INC.
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

(1) Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of TBWA under programs of the federal government passed through the Department of Economic Opportunity for the year ended June 30, 2019. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of TBWA, it is not intended to and does not present the financial position, changes in net assets or cash flows of TBWA.

(2) Basis of Accounting

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) Property and Equipment

Property and equipment of approximately \$8,000 was purchased using federal grant awards during fiscal year ending June 30, 2019. These amounts are included in the Schedule but excluded from the statement of activities as the amount has been capitalized for financial statement purposes and recorded as property and equipment on the statement of position.

(4) Match and Leveraged Contributions and Expenses

Cost sharing (match) or leveraged contributions is a requirement of certain Federal programs and may be fulfilled with in-kind or cash. In-kind match may be in the form of equipment, supplies, and other expendable property, donated time, and the value of goods and services that directly benefit and are specifically identifiable to the Federal program. Cash match may include cash provided for grant activities by TBWA, salaries paid by employers providing incumbent worker training and cash received from partners. Match or leveraged contributions is not reported in the accompanying schedule of expenditures of federal awards as they do not represent amounts expended. Leveraged contributions of \$656,411 represents salaries paid by employers providing incumbent worker training for the H-1B Job Training Grant (TechHire Partnership Grant).

(5) Indirect Cost Rate

For the period July 1, 2018 through June 30, 2020, TBWA negotiated an indirect cost rate of 14.59% of modified total direct cost rate.

REGULATORY REPORTS

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors,
Tampa Bay Workforce Alliance, Inc.:

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Tampa Bay Workforce Alliance, Inc., which comprise the statement of financial position as of June 30, 2019, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated March 19, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tampa Bay Workforce Alliance, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tampa Bay Workforce Alliance, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tampa Bay Workforce Alliance, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tampa Bay Workforce Alliance, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tallahassee, Florida
March 19, 2020

DRAFT

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Board of Directors,
Tampa Bay Workforce Alliance, Inc.:

Report on Compliance for Each Major Federal Program

We have audited Tampa Bay Workforce Alliance, Inc. compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2019. Tampa Bay Workforce Alliance, Inc. major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tampa Bay Workforce Alliance, Inc. major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Department of Economic Opportunity's (DEO) Audit and Audit Resolution Responsibilities (AWI FG 05-019) issued August 12, 2005, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tampa Bay Workforce Alliance, Inc. compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tampa Bay Workforce Alliance, Inc. compliance.

Opinion on Each Major Federal Program

In our opinion, Tampa Bay Workforce Alliance, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of Tampa Bay Workforce Alliance, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tampa Bay Workforce Alliance, Inc. internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tampa Bay Workforce Alliance, Inc. internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tallahassee, Florida
March 19, 2020

**TAMPA BAY WORKFORCE ALLIANCE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2019**

Section I. Summary of Auditors' Results:

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200 516(a)? Yes No

Identification of major programs: **WIOA Cluster:**
CFDA 17.258, CFDA 17.259, CFDA 17.27
WIOA Adult, WIOA Youth, WIOA
Dislocated Worker

Dollar threshold used to distinguish between the type A and type B programs: \$750,000

Auditee qualified as a low-risk auditee? Yes No

Section II. Findings relating to the Financial Statements Which are Required to be Reported in Accordance with *Government Auditing Standards*

None

Section III. Findings and Questions Costs for Federal Awards:

None

Section IV. State of Florida, Department of Economic Opportunity Reporting Requirements

TBWA performed timely reconciliations between the general ledger accounting system and the Subrecipient Enterprise Resource Application.

Section V. Prior Audit Findings and Corrective Action Plan for Federal Awards for the Year Ended June 30, 2018:

No corrective action plan was necessary as there were no prior year audit findings.

March 19, 2020

Board of Directors,
Tampa Bay Workforce Alliance, Inc.
4902 Eisenhower Blvd. Suite 250
Tampa FL 33634

We have audited the financial statements of Tampa Bay Workforce Alliance, Inc. (“the Organization”) as of and for the year ended June 30, 2019, and have issued our report thereon dated March 19, 2020. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 15, 2019, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Organization solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

121 Executive Circle Daytona Beach, FL 32114-1180 Telephone: 386-257-4100	133 East Indiana Avenue DeLand, FL 32724-4329 Telephone: 386-738-3300	5931 NW 1st Place Gainesville, FL 32607-2063 Telephone: 352-378-1331	2477 Tim Gamble Place, Suite 200 Tallahassee, FL 32308-4386 Telephone: 850-386-6184
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Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities worldwide

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

In order to eliminate threats to independence related to non-attest services that we provide you, we have instituted a quality control review over all non-attest work. Also, in the engagement letter, we identified a person within your organization with the skills, knowledge and expertise to review our non-attest work on your behalf.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Organization is included in Note 1 to the financial statements. The Organization implemented ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, during the year ended June 30, 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the depreciation expense is based on the straight line method of calculating depreciation over the useful life of the related asset. We evaluated the key factors and assumptions used to develop the depreciation expense and determined that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of functional expense allocation is based on the costs of providing the various programs and other activities. We evaluated the key factors and assumptions used to develop the functional expense allocation in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Tampa Bay Workforce Alliance, Inc.'s financial statements relate to the disclosure of significant

funding sources and legal matters (including ongoing compliance investigation) in notes 10 and 11.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. There were no such misstatements identified during the 2019 audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no such misstatements identified during the 2019 audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Organization's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated March 19, 2020.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Organization, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Organization's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the Organization's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to

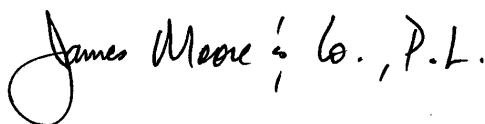
Board of Directors,
Tampa Bay Workforce Alliance, Inc.
March 19, 2020
Page 4

corroborate such other information. However, in accordance with such standards, we have read the information and agreed information to the underlying accounting records from which it was derived.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the use of the Board of Directors and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial 'J'.

JAMES MOORE & CO., P.L.

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Action Item # 2

CareerSource Tampa Bay By-Laws - Draft

Background:

U.S. Department of Labor (USDOL) recommended that Career Source Tampa Bay change our Consent Agenda process to remove the silent consent process. In addition, the Board believed there was a need to update the current By-laws, created in 2016, to ensure connectivity with federal and state constituents and to reflect the changing needs of the communities CSTB serves.

Information:

The By-laws subcommittee has met 7 times since being formed in May, 2019, generally for 2-2.5 hours per session. The two most recent sessions have included Jennie Tarr, CSTB Legal Counsel to ensure alignment in language among inputs from WIOA, WIA, DEO and the CEO.

In reviewing current and proposed committee structures, the sub-committee has considered time commitment by Board as well as staff, as part of revised By-law recommendations. Staff input has been sought along the way. We have also looked at current Board of Director committee appointments to allow for participation by all.

Goal: Revise CSTB Bylaws as outlined in DOL Compliance Review in accordance with Federal and State workforce development legislation and guidelines.

Team & Roles: Led by Ken Jones, with support from CSTB Ad Hoc Bylaws Committee, CEO and CSTB Board Counsel.

Key areas of revisions agreed by AdHoc Bylaws Committee, (per section) include:

- Section 1.1 Definitions: New (to ensure common understanding of acronyms, etc.)
- Section 3.1 Purpose: mirrors language in WIOA and State legislation
- Section 3.2: requires approval of all CSTB investments, loans, indebtedness, etc. by the Board and CEO, and (if required) Federal and State entities
- Section 4.2: clarifies and outlines Board appointment process
- Section 4.3: Board Authority & Responsibilities: mirrors language in WIOA and State legislation
- Section 4.4 Powers Regarding a Director and Staff: outlines process to hire and terminate the Director (and Interim Director, if needed) roles of the Board and CEO in each; identifies legislation which guides payment of salary and bonuses, aligned with WIOA guidelines.
- Section 4.7 Qualifications: outlines Board member qualifications
- Section 4.8 Financial Disclosure: outlines Board member requirements for financial disclosures
- Section 5.2 Attendance: clarifies need for Board member to designate an alternative designee to attend in Board member's absence
- Section 5.4 Revocation of Membership: outlines procedures for alleged unethical or illegal Board member actions
- Section 6.1 Board Officers: change Chair-Elect to Vice Chair
- Section 6.2 Duties of Board Officers: add Board Chair as a signatory
- Section 7.1 Standing Committees – 5 committees in total:
 - Workforce Solutions and One-Stop committees combined into Workforce Performance

- Finance and Audit committees combined into Finance Committee
- Executive Committee
- Created Youth Development and Human Resources committees
- Current committee assignment roster reviewed to consider capacity.
- Section 7.3 General Guidelines of Committee Membership: requires and/or allows non-Board members on Standing Committees; requires all Board members to serve on at least 1 committee
- Section 7.4 Executive Committee: County Administrator or designee added to membership; Board Chair may appoint 1 at-large Board member as needed; responsible for Director's performance evaluation and compensation process and reviewing/overseeing succession plan
- Section 7.5 Workforce Performance Committee membership, duties and responsibilities outlined as this committee is a merger of two separate committees.
- Section 7.6 Youth Development Committee general responsibilities outlined.
- Section 7.8 Human Resources Committee general responsibilities defined.
- Section 8.1(D) Special Meetings: outlines process in which Board members may call Special Meetings
- Section 9.1 Quorum: increases quorum from 33% to 40%
- Section 9.2 Voting: clarifies that only appointed Board or Committee members can vote
- Section 9.3 Conflict of Interest: requires Board and Committee members with conflict of interest to leave the room during discussion and vote, and complete a Voting Abstention form; defines conflict of interest; includes and defines a relative
- Section 9.4 Related Party Contracts: requires all related party contracts be reported to DEO prior to being executed; defines related party contracts
- Article X Amendments: outlines the CEO and Board's roles and responsibilities related to amending the bylaws
- Article XIV Dissolution: outlines disposal of assets in event of dissolution of CSTB

Recommendation:

The Executive Committee recommends presenting the attached revised By-laws draft to the Hillsborough County BOCC for their review and vote of support.

BY-LAWS
Of
Tampa Bay WorkForce Alliance, Inc.
d/b/a CareerSource Tampa Bay
A Florida Not-for-Profit Corporation

The provisions of this document constitute the By-Laws which shall be utilized to govern the management and operation of Tampa Bay WorkForce Alliance, Inc. d/b/a CareerSource Tampa Bay, a Florida not-for-profit corporation.

ARTICLE I
DEFINITIONS

Section 1.1 – Definitions

- A. “Administrative Entity” shall mean and refer to the entity designated to serve as support staff to the LWDB and a resource to the CEO with respect to WIOA and related workforce development funds. CSTB has been designated as the Administrative Entity;
- B. Chief Elected Officials (“CEO”) shall mean and refer to the “chief elected officials” of the unit of government for the Local Workforce Development Area, which is the Hillsborough Board of County Commissioners;
- C. “County” shall mean and refer to the Hillsborough County Government Administration and Staff;
- D. “DEO” shall mean and refer to the Florida Department of Economic Opportunity;
- E. “Fiscal Agent” shall mean and refer to the entity designated to receive and disburse workforce development funds under a sub-agreement directly with DEO. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate and manage contracts. CSTB has been designated as the Fiscal Agent;
- F. “Florida WIA” shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes;
- G. Local Workforce Development Area (“Local Area”) shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA.;
- H. Local Workforce Development Board (“LWDB”) members shall mean and refer to the appointees by the CEO who, in partnership with the CEO, set workforce development policy for the portion of the statewide workforce development system in the Local Workforce Development Area;
- I. “WIOA” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- J. 4-year Local Area Workforce Plan (“Local Plan”) shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives

of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vision and strategic and operational goals.

ARTICLE II
NAME, SERVICE AREA, AND OFFICE LOCATION

Section 2.1 – Name

The legal name of the organization shall be Tampa Bay WorkForce Alliance, Inc., d/b/a CareerSource Tampa Bay, Inc., hereinafter referred to as "CSTB".

Section 2.2 – Service Area

CSTB shall serve the employers and residents of Hillsborough County, Florida, Region 15.

Section 2.3 – Office Location

The official office location and mailing address shall be as determined by CSTB's Board of Directors.

ARTICLE III
PURPOSE AND USE OF FUNDS

Section 3.1 – Purpose

The purposes for which CSTB is formed, and its business goals and objectives, are as follows:

- A. To serve as the LWDB for Region 15, as certified by CareerSource Florida, the State of Florida Workforce Development Board;
- B. To provide a comprehensive and high-quality workforce delivery system in the Local Area and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided;
- C. To deliver customer-focused, value-added workforce solutions designed to meet the specific needs of customers, both employers and job seekers alike;
- D. To administer workforce programs and activities and act as the local grant sub-recipient, administrative entity and fiscal agent as defined by the U.S. Department of Labor, WIOA, authorized by the State of Florida, and in agreement with the CEO;
- E. To enhance the provision of workforce development services; increase the involvement of the business community, including small and minority businesses, in workforce development activities; to increase private sector employment opportunities; and to ensure the economic health of the community; and
- F. To provide special emphasis to welfare recipients, economically disadvantaged, to include other "barriers to employment", and Veterans or veteran spouses.

Section 3.2 – Use of Funds

CSTB shall use available funding in ways that will most effectively satisfy the labor demand needs of the residents and business community to enhance the economic well-being of the community.

CSTB shall ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with 2 CFR 200 et. seq., WIOA and the corresponding Federal Regulations and State policies, as well as the laws and regulations applicable to such other grant funds or donations received.

No investment, loan or evidence of indebtedness or promise to pay shall be contracted on behalf of CSTB unless authorized and approved by the Board of Directors and CEO, and as required, by Federal or State entities.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 – Governing Body

CSTB shall be governed by a Board of Directors (“Board”), to be appointed by the CEO as provided herein.

Section 4.2 - Appointment of Board Members

- A. The CEO shall appoint members of the Board consistent with criteria established under WIOA, criteria established by the Governor, and in accordance with Hillsborough Board of County Commissioners Policy as amended;
- B. The authority to appoint, reappoint or revoke the appointment of members to the Board lies solely with the CEO. Members of the Board shall serve at the pleasure of the CEO and may be removed either with or without cause at any time;
- C. Members of the Board may identify and encourage potential applicants to apply for appointment to the Board in accordance with the application process set forth by the CEO; and
- D. CSTB shall provide or arrange for annual training to Board members to ensure they are aware of their roles, responsibilities and functions to include an orientation and training for new Board members and periodic updates as needed.

Section 4.3 – Authority and Responsibilities

All corporate powers shall be exercised by or under the authority of the Board in conjunction with the approval of the CEO, and the business and affairs of CSTB will be managed under direction of the Board and the CEO. The Board and CEO shall direct strategic and operational oversight of CSTB to help develop a comprehensive and high-quality workforce delivery system in the Local Area.

The Board's general responsibilities shall include, but not be limited to:

- A. Ensuring Board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities, by:
 - 1. Developing the four-year Local Plan in partnership with CEO; convening local workforce development system stakeholders to assist in the development of the Local Plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities; ratifying and submitting or amending the Local Plan pursuant to WIOA and the provisions of section 445.007, Florida Statutes; and obtaining approval of the Local Plan by the CEO; and
 - 2. Coordinating the Local Area's workforce investment activities with economic development strategies and developing other employer linkages with such activities;
- B. Establishing, adopting and overseeing policies for governance, administration and operation of CSTB to carry out the functions of the LWDB as outlined in WIOA in coordination with the CEO as provided herein and in the law governing the funds awarded to the Local Area;
- C. Coordinating agreements with the CEO that are necessary to designate the administrative entity and fiscal agent for the Local Area;
- D. Providing oversight of CSTB's programs, costs and performance outcomes together with the CEO;
- E. Identifying and selecting providers of youth workforce investment activities, training services, career services, and One-Stop Operators as necessary and applicable;
- F. Developing an annual planning budget for the activities of CSTB with approval of the CEO and consistent with the Local Plan and the duties of CSTB. The annual planning budget shall be presented to the CEO in May or June of each year prior to the start of CSTB's program year based upon the planning numbers provided by DEO. The annual planning budget shall include all non-federal revenues and discretionary grants;
- G. Providing oversight of the budget to ensure sustained fiscal integrity and accountability for expenditures of all funds;
- H. Negotiating and reaching agreement on local performance indicators with the Governor and present for CEO approval, as appropriate;
- I. Developing the Regional Targeted Occupations List;
- J. Ensuring Equal Opportunity representation and grievance procedures are available and made known to staff, participants, and other interested parties in the local workforce development system; and
- K. Ensuring CSTB meets its requirement to conduct business in an open manner under the sunshine provision of WIOA and Florida's Government-in-the-Sunshine Act. This includes but is not limited to meetings open to the public, posting of CSTB's By-Laws, publicly noticing all Board and Committee meetings, and posting of all Board and Committee meeting minutes.

Section 4.4 – Powers Regarding a Director and Staff

The Board shall have the power to select and recommend a Director, Interim Director or designated person responsible for the operational and administrative functions of CSTB for CEO approval. The Director shall be a contract employee of CSTB, shall report to the Board, and shall be responsible to hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantees providing services under the guidance of CSTB and acting in partnership with the CEO as provided herein.

The Board shall have the authority to suspend, with or without pay, or remove the Director, Interim Director, or the designated person responsible for the operational and administrative functions of CSTB with or without cause. The CEO shall have the authority to direct the Board to suspend, with or without pay, or remove the Director, Interim Director or the designated person responsible for the operational and administrative functions of CSTB for cause. Upon receipt of the CEO's direction, the Board shall provide written notice to the Director, Interim Director or designated person of the termination of his or her employment, specifying the date on which the Director, Interim Director or designated person responsible for the operational and administrative functions of CSTB employment shall terminate*.

*This provision shall be effective, as to the Director, upon a revision to the Director's contract to include this provision and the definition of cause.

The Director and staff of CSTB shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.

Section 4.5 – Authority of Individual Board Members

Board members have authority over the affairs of CSTB only when acting as a Board of Directors legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such statement or action is taken when carrying out specific instructions by the Board.

Members of the Board and Committees of the Board may be contacted for comments on CSTB matters and/or issues of public interest. Because the Board and Committees of the Board are comprised of members of a myriad of businesses, agencies, and organizations it is important that CSTB's positions are communicated clearly and consistently. Board and Committee members shall direct any such requests to the Board Chair and/or Director of CSTB. The Board Chair and Director of CSTB are designated as the official spokespersons for CSTB.

Section 4.6 - Categories of Board Membership

Consistent with criteria set forth by the U.S. Department of Labor, WIOA, the State of Florida, and Florida WIA, Board member composition shall be in accordance with the following categories:

- A. Business: These shall be individuals who are business owners, chief executives or operating officers, employers or other individuals with optimum policymaking or hiring authority, provide employment opportunities that include high-quality, work relevant training and development in in-demand industry sectors or occupations, and are nominated by business organizations or business trade associations. Business sector representatives shall constitute a minimum of fifty-one percent (51%) of the total Board.
- B. Workforce: These shall be representatives of local labor organizations nominated by local labor federations, members of a local labor organization or a training director from a joint labor-management apprenticeship program, or if no joint program exists an individual from an apprenticeship program, may include community based organizations that have demonstrated experience and expertise in addressing employment needs of individuals with barriers, including organizations that serve veterans or individuals with disabilities, and out of school youth. Workforce sector representatives shall constitute a minimum of twenty percent (20%) of the total Board.
- C. Education and Training: Representatives shall include providers administering adult education and literacy activities under WIOA Title II, institutions of higher education providing workforce investment activities (including community colleges and private education providers), may include local educational agencies and community-based organizations with expertise in education and training of individuals with barriers to employment.
- D. Government, Economic/Community Development: Representatives of governmental, and economic and community development entities; economic and community development entities serving the Local Area, State Employment office/Wagner-Peyser Act 29 U.S.C. 720 et seq, WIOA Title I of rehabilitation act of 1973, may include agencies representing transportation, housing, public assistance, philanthropic organizations or representatives of entities or individuals as the CEO determines to be appropriate. Government representatives shall include the Chairperson of the CEO or designee and the County Administrator or designee.
- E. All Board members or their alternative designee shall be individuals with optimum policymaking authority within the organizations, agencies or entities. A representative with optimum policymaking authority is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- F. An individual may be appointed as a representative of more than one membership area if the individual meets all criteria for such representation. If an individual represents more than one membership area, he or she must be appropriately nominated by the organization or entity he or she will represent and must have optimum policymaking authority within each membership area represented. Individuals representing more than one membership area shall be determined and appointed by the CEO. Nominees shall represent the urban and suburban nature as well as the demographic, ethnic, and gender characteristics reflective of the Local Area.

Section 4.7 - Qualifications

Members of the Board shall be U.S. citizens or permanent residents, and residents and registered voters of Hillsborough County. The County's residency and voter registration requirements may be waived for members of designated seats by the CEO. Business sector representatives must be employed by a business that is located in Hillsborough County.

Section 4.8 – Financial Disclosure

Each Board member is required to file a statement of financial interests within thirty (30) days of appointment to the Board, annually thereafter, and upon completion of their term on the Board.

Section 4.9 - Compensation

The Board members shall serve without compensation. Board members may be reimbursed for reasonable and necessary expenses incurred when traveling on official business of CSTB if approved in advance by the Board. Such reimbursement shall be pursuant to Chapter 112 Section 061 Florida Statutes and CSTB's policies.

Section 4.10 - Notification of Vacancies

The Board Chair or the Director will notify the CEO when Board vacancies occur through written correspondence to the Chairperson of the CEO, and provide a copy to the County's Liaison to CSTB.

ARTICLE V **BOARD MEMBERSHIP**

Section 5.1 – Terms of Membership

- A. Members of the Board shall serve for fixed and staggered terms of two (2) years with the exceptions described herein. The initial Board appointments were staggered between one (1) and two (2) year terms to establish only a portion of the memberships expiring each year;
- B. The term of office for the Chairperson of the CEO or designee and the County Administrator or designee are not subject to the terms of membership specified herein;
- C. In accordance with WIOA and Florida WIA, whenever a designated seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, the term of office for that seat is not subject to the terms of membership specified herein; and
- D. If a Board member resigns prior to his or her term end date, or ceases to represent the category to which they were appointed, they shall be considered as having de facto resigned, and applications for filling the vacancy shall be received in accordance with the

application process set forth by the CEO. Upon appointment, the new member shall serve the remainder of the unexpired term of the member whose vacancy he or she is filling.

Section 5.2 – Attendance

Regular attendance at Board meetings is critical to the successful functioning and operation of the Board and CSTB. As such, Board members are required to attend at least fifty percent (50%) of the Board meetings in any one program year (July – June).

Board members shall notify the Director of CSTB or designee within a reasonable time in advance of the meeting if they will not be able to attend a Board meeting in order to obtain an excused absence. Board members shall notify the Director of CSTB or designee within a reasonable time in advance of the meeting if an alternative designee will attend, see Section 4.6(E). Committee members shall notify the Committee Chair if they will not be able to attend a Committee meeting in order to obtain an excused absence.

Section 5.3 – Resignation of Membership

A Board member may resign his or her membership on the Board at any time by submitting a resignation in writing to the Board Chair or Director. In the case of the resignation of the Board Chair, a resignation shall be submitted in writing to the CEO and the Director. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Director or CEO, unless Section 5.1(D) is applicable.

Three (3) unexcused absences in any one program year (July 1 – June 30) from regularly scheduled Board meetings shall constitute a de facto resignation of the Board member. Three (3) unexcused absences in any one program year (July 1 – June 30) from regularly scheduled Committee meetings shall constitute a de facto resignation of the Committee member from that Committee.

Section 5.4 – Revocation of Membership

The Chair may recommend revocation of Board membership to the CEO for the following reasons:

- A. A member's disability, illness or inability to perform their duties on the Board; or
- B. A member's alleged unethical or illegal practices or actions shall be reported pursuant to CEO's Policy 01.30.00.01 entitled Process for Referral and Response to Alleged Violations of the Board's Standards of Conduct applicable to all BOCC Appointees to Boards, Councils, Committees or Authorities. If the matter is resolved in favor of the member they would be eligible for reappointment to the Board.

ARTICLE VI **BOARD OFFICERS**

Section 6.1 - Board Officer Positions, Nominations and Elections

The Board Officers of CSTB shall consist of a Chair, a Vice-Chair, a 2nd Vice-Chair, a Secretary and a Treasurer. The Chairperson of the CEO or designee shall occupy the 2nd Vice-Chair position.

The Chair, Vice-Chair, Treasurer, and Secretary of CSTB shall be nominated and elected as follows:

- A. A slate of nominees for Officers shall be presented to the Board for a vote by the Nominating Committee at CSTB's annual meeting. Prior to voting on the slate of nominees, nominations shall be accepted from the floor.
- B. The annual meeting at which the slate of Officers shall be elected shall take place in May, or on a date as otherwise set by the Board, and the Officers shall take office in July, or on a date as otherwise set by the Board.
- C. The Chair and Vice-Chair shall be selected from among the representatives of the business sector Board members. The Treasurer and Secretary shall be selected from among any category of Board membership.

Section 6.2 – Duties of Board Officers

- A. Duties of the Chair shall include:
 - Reviewing Board directives with the Director of CSTB to ensure compliance and implementation;
 - Presiding at all meetings of the Board;
 - Serving as Chair of the Executive Committee;
 - Making all Committee Chair appointments subject to these By-laws;
 - Calling special meetings of the Board;
 - Establishing Ad-Hoc Committees as deemed necessary to conduct the business of the Board and make appointments thereto;
 - Serving as a signatory for CSTB's financial and legal documents; and
 - Performing all duties incident to the office of Chair.
- B. Duties of the Vice-Chair shall include:
 - Presiding over meetings of the Board in the absence of the Chair;
 - Serving as a member of the Executive Committee; and
 - Performing all duties incident to the office of Chair in the absence of the Chair.
- C. Duties of the 2nd Vice Chair shall include:
 - Presiding over meetings of the Board in the absence of the Chair and Vice-Chair;
 - Serving as a member of the Executive Committee;
 - Serving as a member of the Finance Committee;
 - Performing all duties incident to the offices of Chair and Vice-Chair in the absence of the Chair and Vice-Chair.
- D. Duties of the Treasurer shall include:
 - Serving as a member of the Executive Committee;

- Serving as Chair of the Finance Committee;
- Serving as a signatory for CSTB's financial and legal documents; and
- Performing all duties incident to the office of Treasurer.

E. Duties of the Secretary shall include:

- Serving as a member of the Executive Committee;
- Signing all bank resolutions;
- Serving as a signatory for CSTB's financial and legal documents; and
- Performing all duties incident to the office of Secretary.

Section 6.3 – Terms of Board Officers

The term of office for the Board Chair, Vice-Chair, Treasurer and Secretary shall be for one (1) full year, from July 1 through June 30.

Board Officers shall serve no more than two (2) consecutive terms of one (1) year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board. After two (2) consecutive terms, the Officer shall then step down from their position for a minimum of one (1) year, although he or she may continue to serve as a Board member, or in another office.

The time which an Officer is appointed to serve the remainder of an unexpired term shall not count towards the Officer's two (2) consecutive terms.

The 2nd Vice-Chair is not subject to the Officer term limits specified herein.

Section 6.4 – Vacancy in One of the Officer Positions

If a vacancy in any office other than the Chair occurs due to the illness, resignation, etc. of the Officer elected, a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled Board meeting where a quorum is established. If the office of Chair becomes vacant, the Vice-Chair will assume the office of Chair for the remainder of the unexpired term. The office of Vice-Chair will then be filled at the Board's discretion.

ARTICLE VII **BOARD COMMITTEES**

Section 7.1 – Standing Committees

Standing Committees shall be the Executive Committee, Workforce Performance Committee, Youth Development Committee, Finance Committee, and Human Resources Committee.

The CEO may create, expand or combine Standing Committees as determined necessary for the efficient operation of CSTB. The Board may initiate creating, expanding or combining Standing Committees by providing recommendations for CEO consideration and approval.

Section 7.2 – Ad Hoc Committees

The Chair may appoint Ad Hoc Committees as deemed necessary. The Executive Committee may serve as an Ad Hoc Committee as deemed necessary and appropriate by the Chair and approved by the Board.

Section 7.3 – General Guidelines of Committee Membership

- A. All Committees shall be chaired by a Board member appointed by the Board Chair and Board members shall comprise a majority of each Committee;
- B. All Board members are required to serve on at least one (1) Standing Committee as determined and appointed by the Board Chair;
- C. The Executive Committee, Finance Committee, and Human Resources Committee shall be comprised only of Board members. All other Standing Committees shall include individuals appointed by the Board who are not Board members and who have demonstrated experience and expertise in accordance with 20 CFR § 679.340(b) and as determined by the Board; and
- D. A Committee member, with the exception of a Board member, may designate an alternate in writing who shall have the powers, excluding voting, of the committee member when that alternate attends committee meetings in lieu of the committee member. No committee member or delegate may vote through proxy.

Section 7.4 – Executive Committee Membership, Duties and Responsibilities

The Executive Committee shall be chaired by the Board Chair and shall consist of the Board Chair, Vice-Chair, 2nd Vice-Chair, Treasurer, Secretary, Chairs of the Standing Committees, the County Administrator or designee, and the Immediate Past Chair.

The Board Chair may appoint one (1) at-large Board member to the Executive Committee as needed.

The Executive Committee's general responsibilities shall include, but not be limited to:

- A. To the extent consistent with these bylaws, the Executive Committee shall have the authority to exercise those powers of the Board, which may be lawfully delegated, to manage the business and affairs of CSTB between meetings of the Board such as when time requirements do not permit consideration and action by the full Board without impacting delivery of programs or services;
- B. Reviewing and recommending for Board approval the Director's performance evaluation and compensation process;
- C. Reviewing and overseeing the Director's succession plan to ensure continuity of leadership and uninterrupted delivery of services during the time needed to select and recommend a new Director, Interim Director or designated person responsible for the operational and administrative functions of CSTB, for CEO approval; and

- D. Reviewing with the Director key management succession planning to ensure continuity of leadership and providing assistance with implementation as needed.

The Executive Committee shall NOT have the authority to perform the following duties, which require action by the full Board:

- A. Remove existing Officers or Board members or elect new Officers;
- B. Reconsider or reverse any approved action or policy of the Board;
- C. Adopt, repeal or amend CSTB's Articles of Incorporation, these By-laws, or the Agreement with the CEO; or
- D. Adopt or amend the budget or adopt programs or approve contractors for competitively bid contracts.

The Executive Committee shall report all actions and recommendations for approval at the next Board meeting.

Section 7.5 – Workforce Performance Committee Membership, Duties and Responsibilities

The Workforce Performance Committee's general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval of the services and programs being delivered to employers and job seekers;
- B. Reviewing and recommending for Board approval of training vendor applications, termination, and other actions pertaining to training vendors;
- C. Reviewing and recommending for Board approval, and maintaining, the Regional Targeted Occupations List;
- D. Reviewing and recommending for Board approval of CSTB's partnerships with economic development organizations and other business associations in accordance with the committee's strategic plan;
- E. Providing assistance with planning and reviewing of operational and other matters relating to the one-stop delivery system;
- F. Providing assistance with planning, operational, and other matters relating to the provision of services to individuals with disabilities;
- G. Reviewing the plans and services of other agencies and one-stop partners relating to improving coordination of services;
- H. Reviewing the enrollment and performance reports of individuals receiving career training and development assistance under WIOA;
- I. Reviewing customer survey feedback to ensure customer input is received and evaluated and where practical made part of the service delivery plan;
- J. Reviewing training vendor reports for performance, compliance and outcomes; and
- K. Reviewing reports of activities related to targeted business sectors.

Section 7.6 – Youth Development Committee Membership, Duties and Responsibilities

The Youth Development Committee’s general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval of services to address the need to prepare youth new to the workforce for employment or transition to additional career learning opportunities beyond high school;
- B. Reviewing and recommending for Board approval CSTB’s partnerships with youth serving organizations in accordance with the committee’s strategic plan;
- C. Reviewing and recommending for Board approval of service provider applications, termination, and other actions pertaining to competitively awarded grants or contracts to eligible providers of youth services;
- D. Providing assistance with planning, operational, and other matters relating to the provision of youth services and initiatives;
- E. Reviewing the plans and services of other agencies and one-stop partners relating to improving coordination of services to youth;
- F. Reviewing the enrollment and performance reports of youth receiving career training and development assistance under WIOA;
- G. Reviewing customer survey feedback to ensure youth input is received and evaluated and where practical made part of the service delivery plan; and
- H. Working with other community partners to solicit grant opportunities as a means of increasing overall youth workforce development services.

Section 7.7 – Finance Committee Membership, Duties and Responsibilities

The Finance Committee shall be chaired by the Treasurer. The Finance Committee’s general responsibilities shall include, but not be limited to:

- A. Providing oversight of the fiscal affairs of CSTB to ensure fiscal integrity and accountability of all funds;
- B. Reviewing and recommending for Board approval CSTB’s annual planning budget. The annual planning budget shall be based upon the planning numbers provided by DEO and shall include all non-federal revenues and discretionary grants;
- C. Reviewing and recommending for Board approval of all modifications to the budget;
- D. Reviewing and recommending for Board acceptance of the annual IRS Form 990 submission;
- E. Reviewing and recommending for Board acceptance of the annual financial audit;
- F. Reviewing and recommending for Board approval of applications seeking, competing for and accepting grants and donations;
- G. Reviewing internal and external financial monitoring reports performed by CSTB, U.S. Department of Labor, DEO, and others as deemed appropriate;
- H. Reviewing CSTB’s periodic financial statements and reporting on CSTB’s financial status at each meeting of the Board and Executive Committee; and

Section 7.8 – Human Resources Committee Membership, Duties and Responsibilities

The Human Resources Committee's general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval the CSTB employee handbook which includes, but is not limited to, personnel policies, employee salary and benefits plans, including the selection of a third-party firm to assess the existing personnel policies, and employee salary and benefits plan;
- B. Reviewing and recommending for Board approval policies ensuring employees meet the necessary WIOA training requirements;
- C. Reviewing and evaluating employee survey responses to understand and ensure employee feedback is made part of CSTB's commitment to employee engagement, morale and satisfaction; and
- D. Providing assistance with planning, operational and other matters relating to the provision of fair labor practices in the workplace.

Section 7.9 – Nominating Committee Membership, Duties and Responsibilities

The Board Chair shall appoint the Chair and members of the Nominating Committee from among the membership of the Board. This committee shall consist of no less than three (3) and no more than five (5) members.

The Nominating Committee's general responsibilities shall include, but not be limited to:

- A. Meeting prior to the Board's Annual Meeting to identify and select a slate of Officers to be presented to the Board at the Annual Meeting;
- B. Reviewing Board members' attendance, participation, and length of service in developing a slate of Officers;
- C. Presenting a slate of Officers to the Board at the Annual Board meeting; and
- D. Assisting the Board Chair-Elect to identify candidates for appointment to the Executive Committee and Committee Chairs, as requested.

ARTICLE VIII **MEETINGS**

Section 8.1 – Meeting Frequency, Location, Notices, Minutes, Participation and Parliamentary Procedures

- A. The Board and Committees of the Board shall meet on a regularly scheduled basis as deemed necessary and appropriate to carry out the responsibilities of the Board or Committee. A calendar of Board and Committee meetings shall be presented to the Board for approval at the annual meeting.
- B. Meetings of the Board and Committees of the Board shall be held at locations determined by the members.

- C. The Director of CSTB or designee shall notice all Board and Committee members of meetings by email, telephone or any other electronic means at least five (5) calendar days in advance. These notices shall contain the meeting date, time, location, and identify the agenda items.
- D. Special meetings of the Board or Executive Committee may be called at any time by the Board Chair or by written request to the Board Chair of not less than twenty-five percent (25%) of the Board membership, setting forth the reason for calling a special meeting. In their consideration of whether a Special meeting is necessary Board members must be mindful not to substantively discuss the issue(s) which may come before the Board in their consideration of whether a Special Meeting is necessary.
- E. The Director of CSTB or designee shall notice all Board members of special meetings by email, telephone or any other electronic means at least three (3) calendar days in advance. These notices shall contain the meeting date, time, location, and identify the purpose of the meeting and whether it has been called by the Chair or by written request.
- F. The public shall be informed of all meetings of the Board and Committees of the Board through notices which shall state the meeting date, time, location and purpose. Special meeting notices shall identify whether it has been called by the Chair or by written request.
- G. Written minutes shall be kept of all Board and Committee meetings. Written minutes shall be reviewed and approved at the next Board or Committee meeting. The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. All minutes shall be kept on file by the Board Secretary at CSTB's administrative office as the record of the official actions of the Board or Committee for as long as prescribed by Chapter 119 of the Florida Statutes.
- H. All Board and Committee meetings shall be conducted in accordance with the "sunshine provision" of WIOA and Florida's Government-in-the-Sunshine Act.
- I. The Board may allow members to participate in Board and Committee meetings by the use of technology, such as telephone and web-based meetings, to promote member participation, provided that same access be made available to the public and it allows all persons participating in the meeting to hear each other.

Section 8.2 – Participation in Meetings

Participation in Board and Executive Committee meetings shall be limited to members of the Board, Committees of the Board, CSTB staff, the County's Liaison to CSTB and Board Counsel. A time shall be set on the agenda for the receipt of public comment to allow input or comment from any member of the public.

Section 8.3 – Parliamentary Procedures

Where parliamentary procedures are not covered by these By-laws, Robert's Rules of Order, Revised, shall prevail.

ARTICLE IX
QUORUM, VOTING, CONFLICT OF INTEREST,
AND RELATED PARTY CONTRACTS

Section 9.1 – Quorum

A quorum is required to conduct official business of the Board and Committees of the Board.

- A. A quorum of the Board and Committees of the Board shall consist of at least forty percent (40%) of the actual appointed membership;
- B. Board and Committee members participating by the use of technology, such as telephone and web-based meetings, will be included as part of the quorum as a quorum does not have to be physically present to conduct business; and
- C. In the absence of a quorum, no official action shall be taken on any item by the Board or Committee.

Section 9.2 – Voting

- A. Any action that may be taken by the Board or a Committee shall be considered the act of the Board or Committee only if the action is taken by an affirmative vote of the majority of the actual appointed membership in attendance at a meeting where a quorum has been established unless otherwise specified in these bylaws.
- B. Each member of the Board or Committee shall have one (1) vote when present at a Board or Committee meeting, whether attending in person or by telephone or other type of communication technology.
- C. Members may not vote by proxy. Proxy voting is a form of voting whereby a member of a decision-making body delegates his or her voting power to a representative to enable a vote in absence. Proxy voting is prohibited regardless of whether the representative is another Board or Committee member.
- D. Voting privileges of non-Board members selected to serve on a Committee are limited to that Committee.
- E. A member of the Board or Committee, who is present, either in person or by telephone or other type of communication technology, at a meeting of the Board or Committee at which action on any matter is taken shall vote on all said actions or matters. Every vote shall be declared and entered in the minutes of the meeting except as provided below in the case of conflict of interest.
- F. A Board member acting as presiding Officer at a meeting of the Board or a Committee shall be entitled to vote on the same basis as if not acting as the presiding Officer.
- G. Any action item considered, voted on and approved by a Committee, excluding approval of meeting minutes and adjournment of meeting, shall be brought forth for approval at the next Board meeting.

Section 9.3 – Conflict of Interest

When an issue presents a conflict of interest to a Board or Committee member, said member shall verbally disclose the conflict of interest, abstain from voting, leave the room during

discussion and vote on said issue, and submit a Voting Abstention form to the Administrative Services Coordinator. Reference to the member leaving the room and submission of the Voting Abstention form shall be included in meeting minutes.

No Board or Committee member shall vote upon any measure which would inure to their special private gain or loss; which they know would inure to the special private gain or loss of any principal by whom they are retained or to the parent organization or subsidiary of a corporate principal by which they are retained; or which they know would inure to the special private gain or loss of a relative or business associate. A relative is defined as any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. See Chapter 112 Section 3143 Florida Statutes.

Section 9.4 – Related Party Contracts

Related party contracts shall require a two-thirds (2/3rd) vote of the Board or Committee for approval, a quorum having been established, and the Board or Committee member who has a conflict of interest shall comply with requirements of Section 9.3. All related party contracts shall be reported to DEO for review and approval prior to being executed. A related party contract is any contract made between CSTB and a member of the Board or Committee, or Board or Committee member's relative, or an entity represented by that Board or Committee member.

ARTICLE X **AMENDMENTS**

Section 10.1 – Amendments

These By-laws may be amended or replaced only by the CEO. At the CEO's sole discretion, the CEO may consult with the Board during the CEO's consideration of amendments or replacements to these By-laws. The Board may initiate or support this process by providing recommendations for amendment or replacement for CEO consideration and approval.

Section 10.2 – Recommendations for Amendments

The Board may recommend to the CEO these By-laws be amended or replaced by a two-thirds (2/3rd) affirmative vote of the quorum in attendance at the Board meeting. Notice of recommending a proposed amendment to or replacement of these bylaws shall be made no less than five (5) calendar days prior to the Board meeting at which such amendment or repeal is acted upon.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1 – General Provisions

Nothing in these By-laws shall be construed to take precedence over federal, state or local laws or regulations, or to constrain the rights or obligations of the CEO or State.

ARTICLE XII
INDEMNIFICATION

Section 12.1 – Indemnification of Board Members

CSTB shall indemnify and hold harmless any Board Officer, Board member, or staff person, or former Board Officer, Board member, or staff person, for expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a Board Officer, Board member, or staff person, except in relation to matters in which he or she was adjudged, in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his or her duties.

Section 12.2 – Rights to Indemnification

The right to indemnification under this Article is only available to the extent that the power to indemnify is lawful and to the extent that the person to be indemnified is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

Section 12.3 – Indemnification Insurance

CSTB shall purchase and maintain insurance sufficient to meet this Article's indemnification requirements.

ARTICLE XIII
FISCAL YEAR

Section 13.1 – Fiscal Year

The fiscal year of CSTB shall be July 1 through June 30.

ARTICLE XIV
DISSOLUTION

Section 14.1 – Dissolution

Upon the dissolution of CSTB, the Officers shall, after paying or making provision for the payment of all the liabilities of CSTB, dispose of the remaining assets of CSTB by returning them to the U.S. Department of Labor, the state designee, or, if the U.S. Department of Labor and state designee agree, giving those assets to local charitable, educational, religious, or scientific purposes, which qualify as a Section 501(c)3 non-profit organization under the Internal Revenue Code.

ARTICLE XV
ENACTMENT PROVISION

Section 15.1 – Enactment Provision

Pursuant to 20 C.F.R. 679.310(g), these By-laws shall become effective upon approval by the CEO.

These amended By-Laws were adopted as of this (date to be determined).

DRAFT

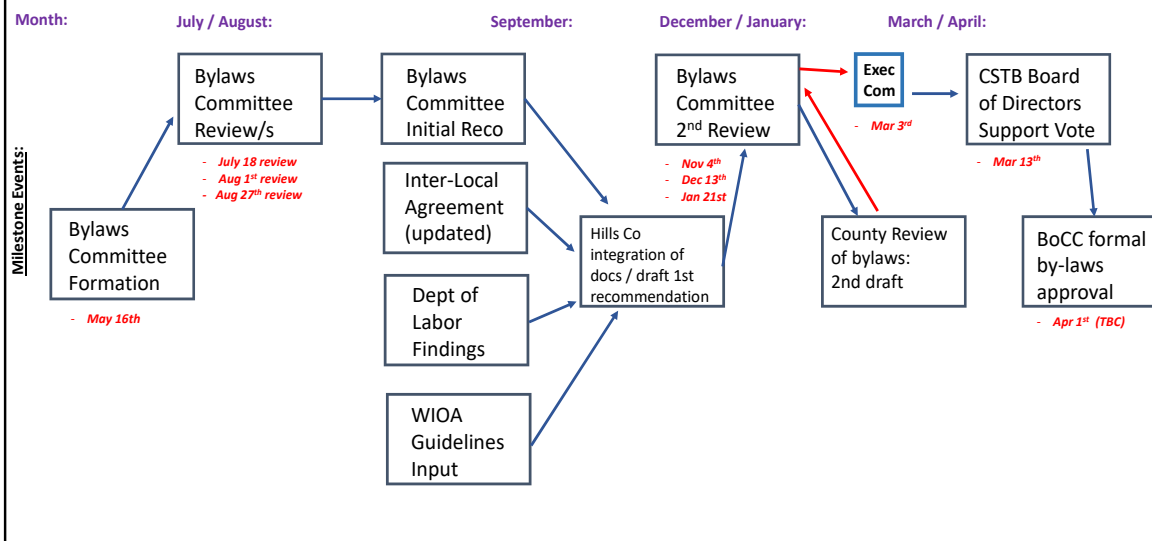
CSTB Bylaws Subcommittee

Board Of Directors discussion: 19-Mar-2020

*This document is intended to guide subcommittee-recommended by-laws updates, for both Executive Committee and CSTB Board of Directors.
This document does not suggest any final approvals have been concluded.*

1

CSTB Bylaws Milestone moment map



2

CareerSource Tampa Bay Board of Director Appointments

As of: March 10, 2020		Standing CSTB Committees:					Ad-Hoc Committees:		Proposed Committees:		
Board of Director Name:	<u>Business designated appointment?</u> Y/N	<u>Executive Committee:</u>	<u>Workforce Solutions:</u>	<u>One-Stop:</u>	<u>Finance:</u>	<u>Audit:</u>	<u>Nominating:</u>	<u>By-Laws:</u>	<u>Youth:</u>	<u>Human Resources:</u>	
Mr. Tom Aderhold	N			M				M			
Mr. Michael Bach	Y		M					C			
Mr. Leerone Benjamin	N			M							
Mr. Richard Bennett	Y										
Mr. Scott Brooks	N										
Ms. Stephanie Brown-Gilmore	N			M							
Mr. Sean Butler	Y	C									
Ms. Michelle Calhoun	Y										
Ms. Andrea Cichon	Y										
Dr. Ginger Clark	N	M	M	M				M			
Mr. Robert Coppersmith	Y		M								
Mr. Richard Cranker	N			M							
Ms. Constance Daniels, Esquire	Y										
Ms. Elizabeth Guterrez	N			M							
Ms. Mireya Hernandez	N			M							
Mr. Benjamin Hom	Y		M								
Mr. John Howell	N			M							
Ms. Lindsay Kimball	N		M								
Mr. Randall King	N	M			M						
Mr. Jasiel Legon	Y				M						
Commissioner Sandra Murman	N	M	M			M					
Mr. Stephen Morey	Y										
Mr. Donald H. Noble	Y				M			M			
Mr. Paul Orvosh	N			M							
Mr. Earl Rahn	Y		M								
Ms. Yanina Rosario	N		M								
Ms. Suzanne Skiratko	Y										
Mr. Roy Sweatman	Y	M						M			
Ms. Sophia West	Y	M	M		C	C					
Mr. Ken Jones						M					
Posted Positions / Committee:	14 of 30	7	9	9	4	3	NA	NA			
		Legend: C=Chair M=Member									
Source: BoD July'19 Pg. 131											
CSTB CEO input: 2.17.20											
This document created for the sole purpose of ensuring that any committee structures do not fully exhaust BoD availability. These assignments change often and therefore not guaranteed to be fully											



Action Item # 3

Summer Paid Work Experience Hillsborough County Agreement

Background:

- Last year Hillsborough County BOCC approved unanimously the proposal to fund CareerSource Tampa Bay 2019 Summer Jobs Connection Program for \$150,000 which provided an opportunity for an addition 69 additional youth to be enrolled in the program.
- For the 2020 Summer Job Connection Program CareerSource Tampa Bay's CEO, John Flanagan has been working closely with Ron Barton and Ken Jones on the details of the eligibility criteria and proposed language.

Agreement Overview:

- CSTB will provide part-time paid work experience to Hillsborough County youth between the ages of 16 to 24 to assess their skills and interests, explore careers, make sound educational decisions, and prepare to join our nation's ever-changing workforce. Youth will participate in Intake Sessions, a Youth Summit and part-time paid work experience.
- Each youth participant will be paid \$11.00 per hour and work a maximum of 24-hours per week.
- Household income for eligible youth and their families shall not exceed 300% of HHS household income guidelines.
- CSTB agrees that it shall provide these services from June 15, 2020, through July 24, 2020, and that it shall not provide more than one-hundred and fifty (150) units of service under this Agreement.
- Cost reimbursement contract
- **Agreement Timeline:**
 - 3.19.2020 CSTB Board of Directors meeting
 - 4.1.2020 BOCC Meeting Agenda for review and consideration

Recommendation: Staff are recommending approval of the agreement between Hillsborough County and CareerSource Tampa Bay for the Summer Paid Work Experience program.

**AGREEMENT
BY AND 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**

THIS AGREEMENT (“Agreement”) is entered into by and between **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 (“County”) and **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay Inc.**, a Florida not-for-profit Corporation, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“Agency”).

RECITALS

WHEREAS, the County believes it to be in the public interest to provide operational and support services for a summer youth employment program through the Agency for the youth residents of Hillsborough County who are desirous of such services; and

WHEREAS, the summer youth employment program raises interest in and awareness of career opportunities in Hillsborough County and prepares students for employment; 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 youth residents of Hillsborough County; 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.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Agency agree as follows:

**ARTICLE 1
Recitals**

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

**ARTICLE 2
Scope of Service**

The Agency shall provide the services described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 3
Term of Agreement

This Agreement shall be effective upon execution by both parties and shall cover services provided from June 1, 2020, until July 31, 2020 (“Term”), unless sooner terminated in accordance with this Agreement.

ARTICLE 4
Consideration and Payment

For its performance under this Agreement as described in Exhibit “A” and other applicable terms under this Agreement, the Agency will receive funds from the County, on a reimbursement basis, in an amount not to exceed \$300,000 for the Term.

Payments will be made in accordance with the procedures specified in Exhibit “B”, Method of Payment, and Exhibit “C”, Request for Payment Form, both of which are attached hereto and incorporated herein by reference. The Agency shall submit program performance report(s) in accordance with Exhibit “D”, Program Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

ARTICLE 5
Payment and Reporting Requirements

Expenditure and Payment of funds shall be made in accordance with the Method of Payment as identified in Exhibit “B” attached hereto and incorporated herein and the Request for Payment Form attached hereto as Exhibit “C” and incorporated herein. County shall review and approve the Agency’s Method of Payment submission for conformance with this Agreement. The County shall not reimburse the Agency for unallowable expenses.

If the Agency fails to perform any obligation hereunder, County may withhold or adjust the amount of payments due under the Agreement until all obligations are met. The total amount of funding available may also be adjusted as a result of reductions in the level of funding available to the County, and as a result of programmatic changes and budgetary revisions agreed to by the parties. If the Agency fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

The County may not honor a late request for payment and will not be liable for non-payment of a late request. The Agency shall submit its final Request for Payment Form, Program Performance Report Form attached hereto as Exhibit “D” and incorporated herein and any other required reports within 30 days of the termination or expiration of this Agreement. The County agrees to be bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes Sections 218.70., et seq., in connection with this Agreement.

ARTICLE 6
Maintenance and Review of Records

The Agency and its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a proper accounting of all funds received in connection with this Agreement for a period of three (3) years from the date of final payment of such funds to the Agency, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such three-year or longer period is hereinafter referred to as the "Audit Period"). The County and its authorized agents shall have the right, and the Agency, and its subcontractors, as applicable, will permit the County and its authorized agents, including but not limited to, the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the County may deem necessary during the Audit Period. The County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The Agency shall insure that any such subcontractor shall recognize the County's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Agency under this Agreement. If an audit is begun by the County or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article 5 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7

Financial Reports and Program Reporting Requirements

The Agency shall submit to the County within one hundred and eighty (180) days after the end of the Agency's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Agency fails to provide its audited financial statements within the 180-day time period referenced above, then, the Agency shall be in default of the Agreement. Notwithstanding the foregoing, the County may grant the Agency an extension of the 180-day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE 8

Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Agency has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Agency is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the CSTB. As stated below, the Agency may contact the County's Custodian of Public Records with questions regarding the

application of the Public Records Law; however, the Agency is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Agency advice regarding its legal rights or obligations.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) 813-273-3684
- ii) kimballl@hillsboroughcounty.org
- iii) Lindsey Kimball, Director, Economic Development Department, 601 E Kennedy Blvd, 20th Floor, Tampa, Florida 33602

If under this Agreement, the Agency is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the Agency will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) 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 Contract if the Agency does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Agency to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

ARTICLE 9
Indemnification

To the extent not otherwise limited by applicable law, the Agency shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners (“BOCC”), and the respective agents and employees of the County (all of the foregoing shall hereinafter collectively be referred to as the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Agency, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Agency, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any party’s liability beyond that provided for in Section 768.28, Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 10
Equal Opportunity: Non-Discrimination Clause

The Agency shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The Agency shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

At the time of execution of this Agreement by the Agency, the Agency shall submit the information required by Hillsborough County’s Equal Opportunity Requirements, which are attached hereto as Composite Exhibit “E” and incorporated herein.

ARTICLE 11
Political Endorsement Prohibition

Pursuant to BOCC Policy No. 02.12.00.00, the Agency shall not engage, participate or intervene in any form of political activities or campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE 12
Conflict of Interest

The Agency represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The Agency warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, either directly or indirectly, in order to obtain this Agreement.

ARTICLE 13
Compliance With Applicable Laws

The Agency shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”), as amended.

ARTICLE 14
Drug Free Workplace

The Agency shall administer, in good faith, a policy designed to ensure that the Agency is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 15
Public Entity Crimes

The Agency hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida’s convicted vendor list. The Agency also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 16
Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, the County may terminate this Agreement for the Agency's non-performance, as solely determined by the County, upon no less than twenty-four (24) hours written notice to the Agency.

The County also may terminate this Agreement without cause upon thirty (30) days prior written notice to the Agency. In the event of termination by the County hereunder, the Agency shall not incur any new obligations after notification of the effective date of termination. The County shall pay the Agency for services undertaken by the Agency prior to the effective date of

the termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

ARTICLE 17
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 18
Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 19
Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 20
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of the Agreement shall take precedence over the provisions of the Exhibits.

ARTICLE 21
Governing Laws; Venue

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 22
Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 23
Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 24
Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of the County and the Agency. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. Agency acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

ARTICLE 25
Modifications

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement only may be amended or extended by a written instrument executed by the County and the Agency expressly for that purpose.

ARTICLE 26
Assignment

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the County.

ARTICLE 27
Notices

All notices required or permitted to be given by a party under this Agreement shall be in writing and be sent to the other party by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, and shall be addressed as follows:

- A. COUNTY:**
Ms. Lindsey Kimball, Director
Economic Development Department

To the following address for U.S. mail:
Post Office Box 1110
County Center – 20th Floor
Economic Development Department
Tampa, Florida 33601 – 1100

And to the following address for overnight delivery service, certified mail or personal delivery:
County Center – 20th Floor
Economic Development Department
601 E. Kennedy Boulevard
Tampa, Florida 33602

B. AGENCY

Mr. John Flanagan, CEO
CareerSource Tampa Bay
4902 Eisenhower Boulevard, Suite 250
Tampa, Florida 33634
Telephone: (813) 397-2024
Email: flanaganj@careersourcetampabay.com

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party. Either party may change its notice address at any time by providing to the other party a notice of that change sent in conformance with the requirements of this Article 30.

ARTICLE 28
Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the County shall notify the Agency of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Agency. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars which are reduced or become unavailable, the County shall notify the Agency of such occurrence and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Agency.

ARTICLE 29
Insurance

The Agency shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the County, the insurance specified on, and as required by, Exhibit “E”, Insurance Requirements, attached hereto and incorporated herein by reference, and as stated below in this Article. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Agency shall ensure that the County and the BOCC are named as additional insured

parties as to the actions of the Agency, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Agency during the performance of this Agreement, on (1) all auto liability policies and general liability policies required to be obtained by the Agency pursuant to this Agreement, and (2) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies also shall contain a Severability of Interests provision. Every insurance policy must provide for thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage. A current certificate of insurance meeting County requirements is required before payment.

ARTICLE 30
Project Publicity

Pursuant to the BOCC Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the County. The Agency being a not-for-profit corporation receiving public funding or non-monetary contributions through the County shall recognize the County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify the County/BOCC as a funding source. In written materials, the reference to the County must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 31
Electronic Signatures Authorized

The parties agree that this Agreement 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.

ARTICLE 32
Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Agency and the County respectively, have caused this Agreement to be executed by their duly authorized representatives.

ATTEST: Pat Frank
Clerk of the Court

HILLSBOROUGH COUNTY:

By: _____
Deputy Clerk

By: _____
Name: Lesley "Les" Miller, Jr.
Title: Chairman, Board of County Commissioners

Date

Date

Approved as to Form and
Legal Sufficiency:

By: _____
Assistant County Attorney

**AGENCY: TAMPA BAY WORKFORCE
ALLIANCE, INC., d/b/a
CAREERSOURCE TAMPA BAY**

By: _____
Name: Sean Butler
Title: Chairman, Board of Directors of
CareerSource Tampa Bay

Date

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this _____ day of _____, 2020, before me the undersigned authority,
personally appeared _____, to me known to be the individual
(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 “A”
SCOPE OF WORK**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Paid Work Experience

PRIMARY GOAL: To provide operational and support services for the delivery of summer paid work experience opportunities for Hillsborough County youth between the ages of 16 to 24 with emphasis on career exploration, character and leadership development, education, and career development. The Program will introduce participants to the skills and traits necessary to improve their employability and raise their interest in and awareness of career opportunities in Hillsborough County as well as engaging employers in providing paid work experience opportunities for youth.

PART I – Scope of Services

The Agency will implement a summer paid work experience program during the 2020 summer school vacation period. The Program includes the following approved Scope of Services on which the County reimbursement is based:

The Agency will provide the following deliverables:

- 1) Summer Paid Work Experience Up to \$300,000
Services to be provided: Provide part-time paid work experience to Hillsborough County youth between the ages of 16 to 24 to assess their skills and interests, explore careers, make sound educational decisions, and prepare to join our nation’s ever-changing workforce. Youth will participate in Intake Sessions, a Youth Summit and part-time paid work experience. Each youth participant will be paid \$11.00 per hour and work a maximum of 24-hours per week. Household income for eligible youth and their families shall not exceed 300% of HHS household income guidelines.

Provide up to one-hundred fifty (150) Units of Service. A Unit of Service is defined as one (1) eligible youth who completes a summer paid work experience. The Unit of Service rate of pay is up to two thousand four hundred sixty-three dollars (\$2,463) per youth served. The Agency agrees that it shall provide these services from June 15, 2020, through July 24, 2020, and that it shall not provide more than one-hundred fifty (150) units of service under this Agreement.

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 County’s Fiscal Year, outlining the accomplishments over the year. The Final Performance Report will summarize the results of the Program and attach the Payroll Register and Project Detailed Expense reports. The list of the number of youths served shall total no less than the dollar amount requested divided by the unit cost. Individual student files are to be available for on-site review.

PART II – Total Consideration

For its performance under this Agreement, the Agency will receive funds from the County, on a reimbursement basis not-to-exceed Three Hundred Thousand Dollars (\$300,000) during the Term. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms up to \$300,000 for the Term of this Agreement, then, any remaining portions thereof which the County has not disbursed to the Agency shall not be available for funding.

If the County determines, through its inspection or review, that the Agency has performed, or is performing fewer than the total agreed upon Units of Service, the total consideration paid to the Agency shall be subject to a pro-rata reduction.

The County shall reimburse the Agency for the amount set forth in the proper Request for Payment Form up to the Unit Rate. If the invoiced amount is more than the Unit Rate and is supported by the appropriate documentation and the Agency has not been reimbursed for the entire Unit Rate in a previous period, the County shall reimburse the Agency for the amount that is set forth in the proper Request for Payment Form up to the amount that is reimbursable for the current Unit Rate and any unreimbursed amount for the Unit Rate in previous periods.

In addition to the BOCC Policy No. 10.04.00.00, that any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the BOCC, any project announcement or publicity event resulting from efforts of the Agency, will be planned in cooperation with the County’s Economic Development and Communications Departments for purposes of coordinating County’s official County protocol and public recognition. Prior notification to these two Departments for such events will be no less than fifteen (15) working days whenever possible.

Although, not required in this Agreement, the County would be interested in any customer satisfaction surveys or information regarding the delivery of services funded by this Agreement which helps in identifying best practices or improving the services.

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**EXHIBIT “B”
METHOD OF PAYMENT**

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Paid Work Experience

Funding in accordance with agreed to amounts will be made upon receipt of a complete Request for Payment Form, Exhibit “C”, and Program Performance Report, Exhibit “D”. No modifications to the budget shall be funded unless prior written approval has been granted by the County Administrator, or designee. In no event, however, shall payments to the organization exceed \$300,000. However, all funding under this Agreement is subject to availability and the amount may be reduced. The County shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance meeting County requirements is required before payment. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate. Individual youth files are to be available for on-site review.

Reimbursement requests may be submitted on a monthly basis with proper backup documentation. Reimbursement requests shall not be submitted for a period less than one month. If the County determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon services, payments to the Agency shall be subject to a pro-rata reduction. Performance will be measured by units, if applicable, or on a percentage of primary service goals completed. Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the County.

The County’s Fiscal Year commences on October 1st and ends on September 30th of the following calendar year. Invoices with supporting documentation for services delivered between October 1st and September 30th must be received no later than September 30th of each year to allow for closeout of the County’s Fiscal Year.

No County funds will be expended for the Agency’s purchase of equipment, food, beverages or entertainment costs, business memberships or for any event or client services conducted outside Hillsborough County.

With each request for payment the Agency will provide a Performance Report that shall include the project detail report, the list of participants served, participants home addresses, employee name and address, amount paid to each youth and other information identified in the agreed Scope of Services, detailed in Exhibit “A”. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate.

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EXHIBIT "C"
REQUEST FOR PAYMENT FORM

HILLSBOROUGH COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
P.O. BOX 1110, TAMPA, FLORIDA 33601
(813) 272-6212

AGENCY: CareerSource Tampa Bay

PROGRAM: Summer Paid Work Experience

REQUEST NUMBER: _____ MONTH: _____ AMOUNT: \$ _____

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Paid Work Experience (Up to \$2,463 per unit)	\$300,000			
TOTAL:	\$300,000			

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: Summer Paid Work Experience

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>
Up to 150 youth	_____	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: With each Request for Payment, a Program Performance Report must provide the project details for each period to document the progress in delivering the services. Each Request for Payment shall include the project detail report, the list of participants served, participant's home addresses, employer name and address, and amount paid to each youth.

A Final Program Performance Report will summarize the results of the Program and attach the Payroll Register and Project Detailed Expense reports. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate. Individual youth files are to be available for on-site review.

INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE AGENCY'S ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY/REQUIRED.

Agency: Provide name of Agency as it appears on your Agreement.

Program: Provide title of the program or general service area as contracted.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of the previous report.

- I. Accomplishments
Highlight significant or major accomplishments in the County funded program during the report period.
- II. Problems
Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action, to include time of implementation, effect on the program, and indicate if there is a need to modify the program, goals, Agreement or funding.
- III. Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)
Report statistically on program goal achievements for report period and year-to-date total.
- IV. Other Comments
Use this section for general remarks regarding Agency, etc. General information to assist in understanding the program's operation and purpose may be included.

With each Program Performance Report, attach details on Performance. See Exhibit "A", Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Program Performance Report. Additional Financial Reporting and documentation are detailed in Exhibit "B".

EXHIBIT “E”
INSURANCE REQUIREMENTS

Agency’s Liability Insurance:

The Agency shall procure and maintain in force such insurance as will protect it from claims under Workers’ Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Agency’s operations under this Agreement, whether such operations be by the Agency or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Agency will file with the County a certificate of such insurance, acceptable to the County. These certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below. A current certificate of insurance meeting County requirements is required before payment for any services under this Agreement.

Insurance Required:

A. General

The Agency shall procure and maintain insurance of the types and to the limits specified in paragraphs B (1) through (4) below. All policies of insurance under this Agreement shall include as additional insured the County and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The Agency shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. Workers’ Compensation - The Agency shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers’ Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers’ Compensation statute, the Agency shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability	
Limit Each Accident	\$100,000.00
Limit Disease Policy Limit	\$500,000.00
Limit Disease Each Employee	\$100,000.00

2. Commercial General Liability* - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate	\$2,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Products and Completed Operations Each Occurrence	\$1,000,000.00
Bodily Injury and Property Damage Each Occurrence	\$500,000.00
Personal and Advertising Injury	\$1,000,000.00
Damage to Rented Premises (e.g. Fire)	
(Any One Fire) Each Occurrence	\$50,000.00
Medical Expenses (Any One Person) Each Occurrence	\$5,000.00

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

“ANY AUTO” coverage is required

Proof of auto coverage only, no additional insured needed on the auto.

Combined single limits each accident, for bodily injury and property damage liability	\$100,000.00
Owned vehicles	N/A
Hired and non-owned vehicles	N/A
Employer non-ownership	N/A

4. Professional Liability- \$ N/A per claim

5. Certificate of Insurance and Copies of Policies - Certificates of Insurance will be furnished by Agency evidencing the insurance coverage specified in the previous paragraphs B(1) through (4) inclusive, and on request of the County certified copies of the policies required shall be filed with the Risk Management and Safety Office of the County. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of the Agency under this Agreement (excluding the workers’ compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Agency shall cause renewal Certificates of Insurance to be furnished to the County thirty (30) days prior to the date of their expiration.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Agency shall ensure that the insurer will not cancel same until up to thirty (30) days prior written notice has been given to the above named certificate holder. This prior notice provision is a part of each of the above

***Any required insurance marked with an * must include “Hillsborough County BOCC, P.O. Box 1110, Tampa, FL 33601” as an Additional Insured, and this must be indicated on the insurance certificate.**

EXHIBIT "F"

EQUAL EMPLOYMENT OPPORTUNITY – APPLICABLE STATUTES, ORDERS AND REGULATIONS

HILLSBOROUGH COUNTY, FL

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article I, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat. 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100-5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

* **“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

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**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

CONTRACTOR NAME: _____

PROGRAM NAME: _____

CONTRACTOR CIVIL RIGHTS STATUS

All responding CONTRACTORS are requested to carefully review the following questions and provide responses as it relates to the CONTRACTOR'S own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the CONTRACTOR'S Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).
2. Workforce Analysis by race/sex and EEO category.
3. If the CONTRACTOR receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the CONTRACTOR receptive to on-site reviews?
6. Does the CONTRACTOR have a procedure for resolving discrimination complaints?
7. Has the CONTRACTOR been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Does the CONTRACTOR anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the CONTRACTOR'S Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months).

*A written Affirmative Action Plan or Program is required if the CONTRACTOR has 15 or more employees. If the CONTRACTOR has fewer than 15 employees, then an Affirmative Action Policy Statement is required.

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

CONTRACTOR NAME: _____

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

(DO NOT LEAVE THIS PAGE BLANK)

**HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN**

EXHIBIT “F” (continued)

The Agency’s failure to complete the requirements of these pages may result in the termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The undersigned Agency, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned Agency by the signature of its corporate officer below provides assurance to Hillsborough County of its compliance with Federal, State and County Affirmative Action and Equal Opportunity requirements. The undersigned Agency further assures that it and its subcontractors’ facilities are accessible to persons with disabilities.

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

ATTEST:

WITNESS

PRINTED NAME OF AGENCY

WITNESS

BY _____
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE SIGNED



Information Item # 1 Job Order Placements Analysis

Placements by Staff Assisted vs. Employer Only

JO Type	PY1819 Count	% of Total	PY1920 Count	% of Total
Employer Only	54	2%	15	1%
Staff Assisted	2,210	98%	1,191	99%
Grand Total	2,264	100%	1,206	100%

Placements by Targeted Industry Sector

Targeted Sector	PY 18-19 Staff Assisted	PY 18-19 Employer Only	PY19-20 Staff Assisted	PY19-20 Employer Only
Finance/Professional Services	218	12	52	3
Healthcare/Life Sciences	55	1	4	2
Hospitality/Retail/Tourism	18	4	18	1
Information Technology	3	0	1	0
Manufacturing/Logistics	16	4	20	8
Transportation/Trades	1,898	33	1,096	1
Other	2	0	0	0
Total	2264	54	1191	15

Timeframe: 7/1/2018-2/24/2020 Source: Employ Florida

Definitions:

Employer Only- Received no assistance from CSTB.

Staff Assisted- Received staff assistance from CSTB.



Information Item # 1

**WIOA Primary Indicators of Performance:
PY 19-20 Q2 Oct – Dec.**

LWDB 15

Measures	PY 2019-2020 2nd Quarter Performance	PY 2019-2020 % of Performance Goal Met for Q2	PY 2018-2019 2nd Quarter Performance	PY 2019-2020 Performance Goals
Adults:				
Employed 2nd Qtr After Exit	86.50	95.90	91.90	90.20
Median Wage 2nd Quarter After Exit	\$8,615	125.77	\$8,402	\$6,850
Employed 4th Qtr After Exit	83.90	100.48	91.70	83.50
Credential Attainment Rate	87.00	133.85	89.00	65.00
Dislocated Workers:				
Employed 2nd Qtr After Exit	86.10	102.26	91.80	84.20
Median Wage 2nd Quarter After Exit	\$8,826	128.85	\$7,725	\$6,850
Employed 4th Qtr After Exit	85.60	108.08	88.40	79.20
Credential Attainment Rate	89.30	130.94	87.60	68.20
Youth:				
Employed 2nd Qtr After Exit	80.20	106.23	83.70	75.50
Employed 4th Qtr After Exit	81.90	118.35	83.20	69.20
Credential Attainment Rate	82.20	108.87	86.70	75.50
Wagner Peyser:				
Employed 2nd Qtr After Exit	63.20	92.67	65.00	68.20
Median Wage 2nd Quarter After Exit	\$5,780	119.18	\$5,937	\$4,850
Employed 4th Qtr After Exit	61.90	94.94	65.10	65.20

Not Met (less than 90% of negotiated)
Met (90-100% of negotiated)
Exceeded (greater than 100% of negotiated)

Statewide

Measures	PY 2019-2020 2nd Quarter Performance	PY 2019-2020 % of Performance Goal Met for Q2	PY2018-2019 2nd Quarter Performance	PY 2019-2020 Performance Goals
Adults:				
Employed 2nd Qtr After Exit	84.50	100.47	89.10	85.20
Median Wage 2nd Quarter After Exit	\$8,333	122.12	\$8,088	\$6,850
Employed 4th Qtr After Exit	84.10	103.37	85.70	83.00
Credential Attainment Rate	81.00	128.92	84.80	65.00
Dislocated Workers:				
Employed 2nd Qtr After Exit	87.70	106.02	88.80	83.00
Median Wage 2nd Quarter After Exit	\$8,492	122.73	\$8,016	\$6,850
Employed 4th Qtr After Exit	86.20	109.87	86.20	79.00
Credential Attainment Rate	81.60	118.82	82.40	68.00
Youth:				
Employed 2nd Qtr After Exit	80.50	106.62	82.30	75.50
Employed 4th Qtr After Exit	80.30	118.55	79.70	69.00
Credential Attainment Rate	78.90	113.38	85.00	75.50
Wagner Peyser:				
Employed 2nd Qtr After Exit	66.60	108.06	64.50	62.00
Median Wage 2nd Quarter After Exit	\$5,364	110.33	\$5,307	\$4,850
Employed 4th Qtr After Exit	65.10	99.69	64.30	64.20



Information Item # 3

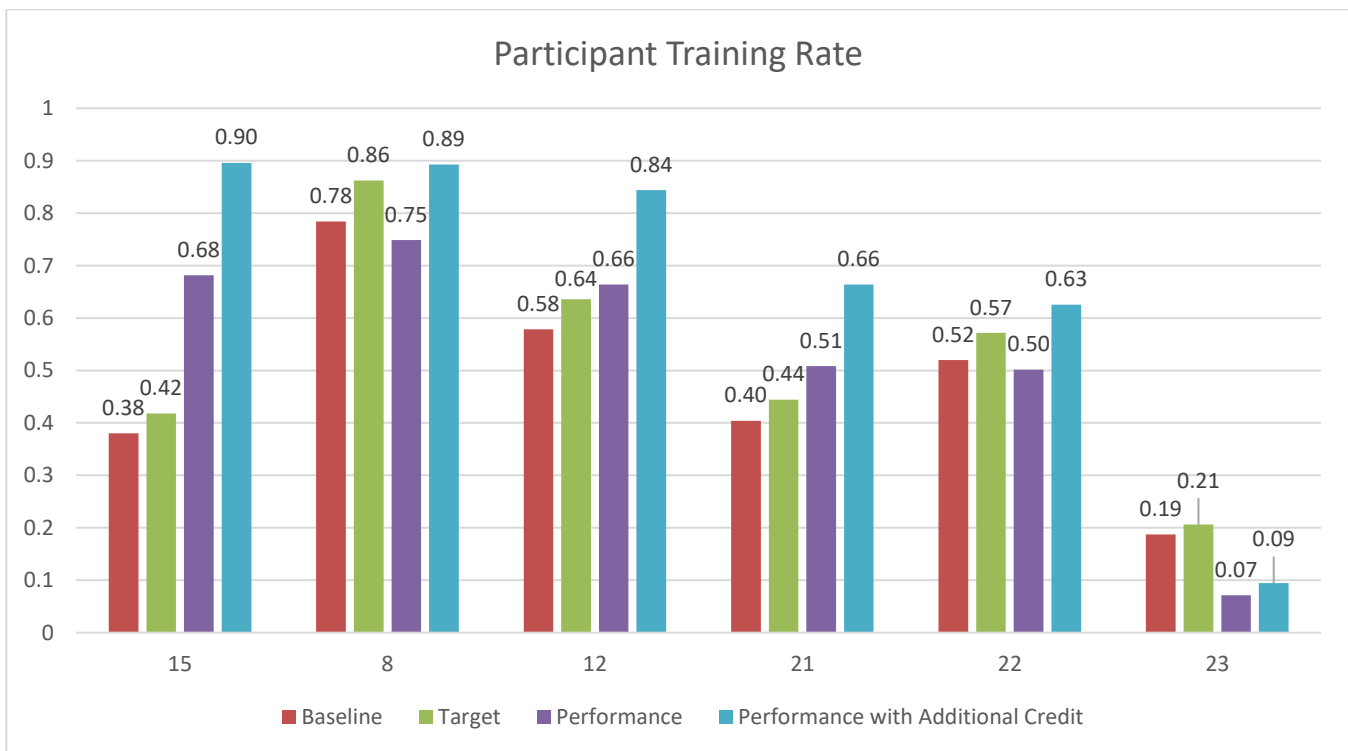
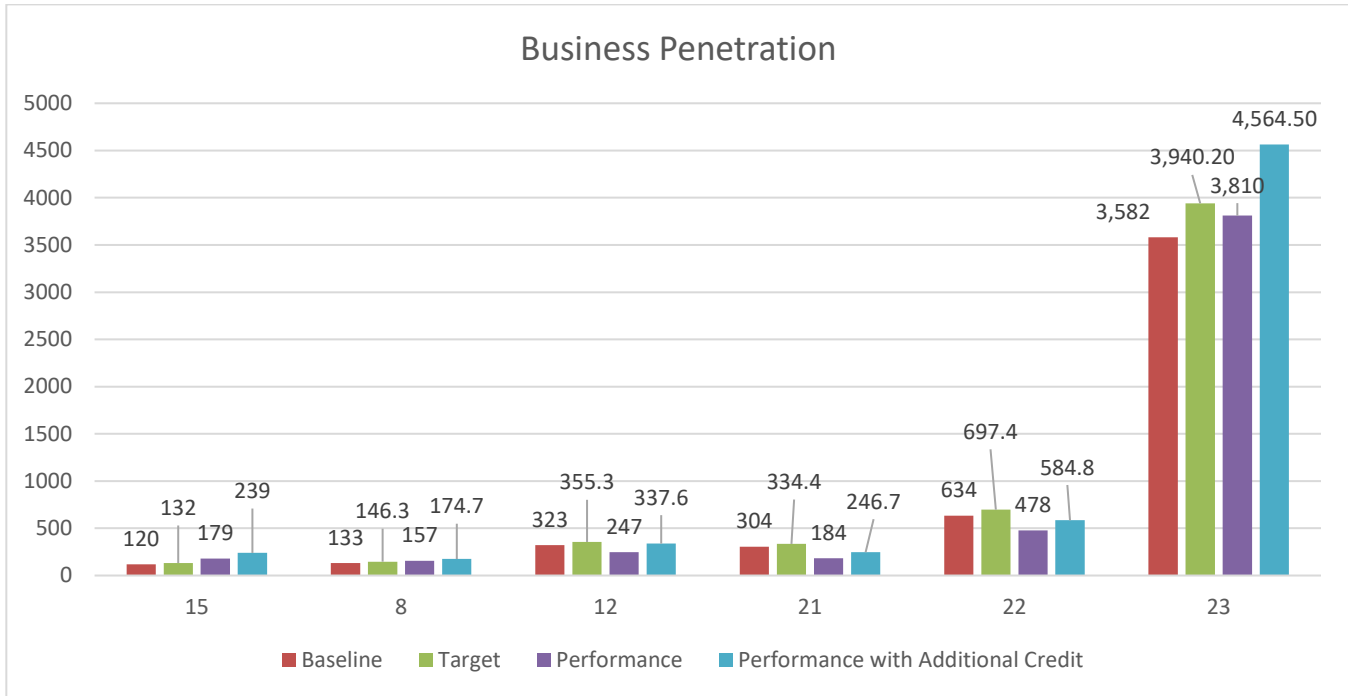
Continuous Improvement Performance Initiative

PY 19-20: Q1 July - September 2019

Metric	Definition	Target Q1	Actual	Improvement w/ Additional Credit
Employment Rate 1st Quarter After Exit	The Employment Rate 1 st Quarter After Exit metric measures the percentage of WIOA and WP participants* who exited the system and had certified wages the first quarter after exit.	78.71%	TBD	TDB
Participant Training Rate	The Participant Training Rate metric measures the percentage of WIOA participants* who received training services .	41.80%	68.19%	135.80%
Business Penetration	The Business Penetration metric measures the number of business establishments provided a staff-assisted, high-value service by a local workforce development board.	132	179	99.17%

PY19-20 QTR 1 Performance with Regional Comparison

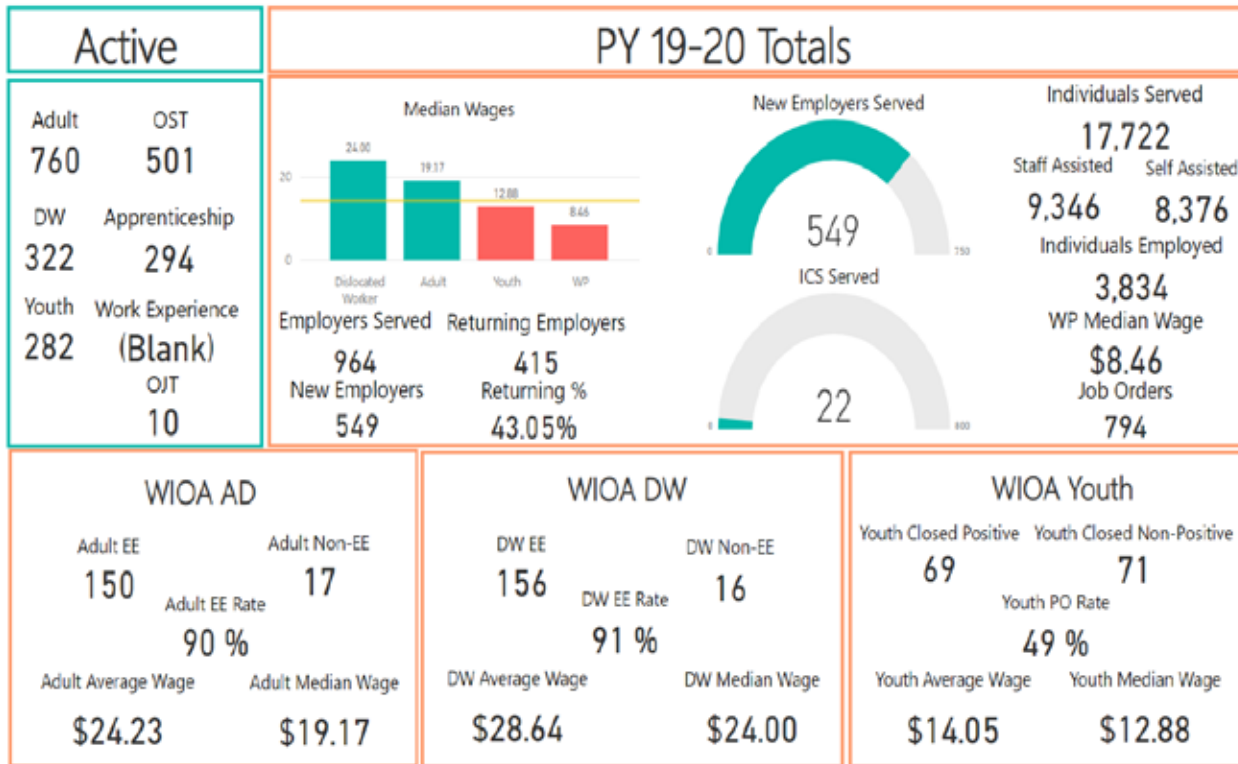
Two of the three measures are available for PY19-20 QTR 1. CSTB met both targets. The third measure, Employment Rate 1st Quarter After Exit, will not be available until May 2020.





Information Item # 4

CSTB Performance Dashboard 2.3.2020



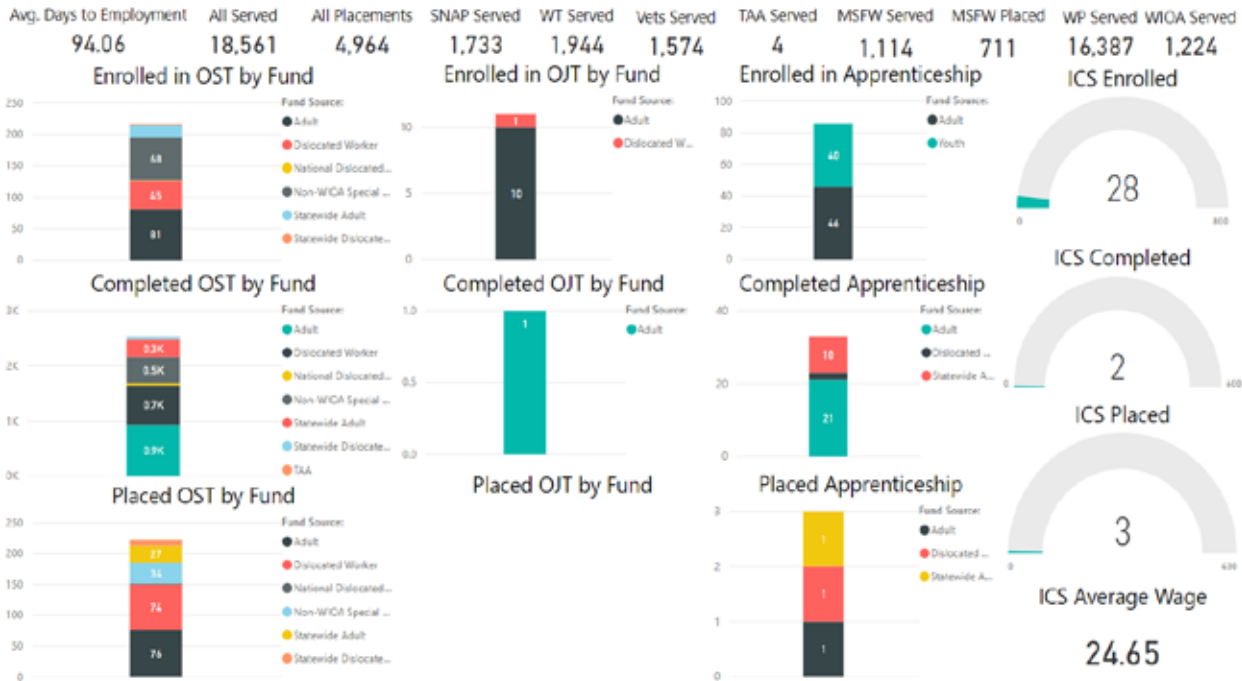
Source: Employ Florida/CSST

List Updated
2/3/2020

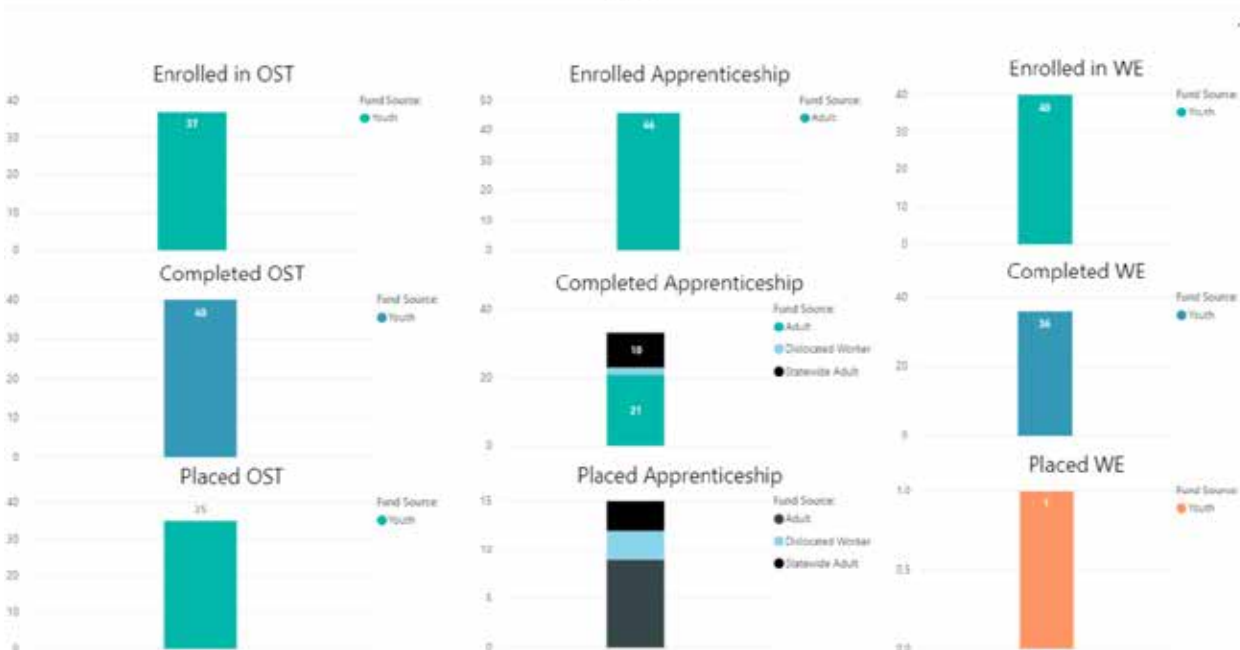


Information Item # 5 CSTB Internal Performance Dashboard

Job Seekers



Youth





Information Item # 6

R15 DEO Quality Assurance Report Program Years 2017-18 and 2018-19

Overview:

On 11.12.19 Department of Economic Opportunity (DEO) provided us with the LWDB 15 Monitoring Report Transmittal Letter for PY 18-19. This included the DEO Quality Assurance Report dealing with the outcome of PY 2018-2019 and PY 2017-2018 of CSTB’s workforce programs and operations. The report covered a two- year period and includes issues (Findings, Other Non-Compliance Issues, General Comments and Observations) for all workforce development funded programs.

Each Finding and Other Non-Compliance Issue requires CSTB to develop a formal Corrective Action Plan (CAP) that addresses how CSTRB will correct the findings and non-compliance issue. Findings are instances where noncompliance with requirements contained in federal or state law, rules or regulations, administrative codes, state guidance or other documents are found and are considered higher risk issues that could impact the integrity of the program operations and/or result in questioned costs. Other Non-Compliance Issues are general non-compliance conditions considered lower risk findings but could potentially result in higher risk findings based on the nature of the deficiency (i.e. repeat violations, issues indicative of systemic problems in program operations, questioned costs, etc.)

In addition, due to reoccurring issues CSTB must also include with the CAP an overall plan of action that addresses how the board plans to improve overall management operations including the methodology and process for process for accomplishing compliance and a timeline to show when the issues will be resolved.

Below is summary of table of monitoring results:

N=No Y=Yes N/A=Not Applicable

2018-2019 Monitoring Results					
Workforce Program	Issues	Prior Year Finding	Current Year Finding	Prior Year Other Noncompliance Issues	Current Year Other Noncompliance Issues

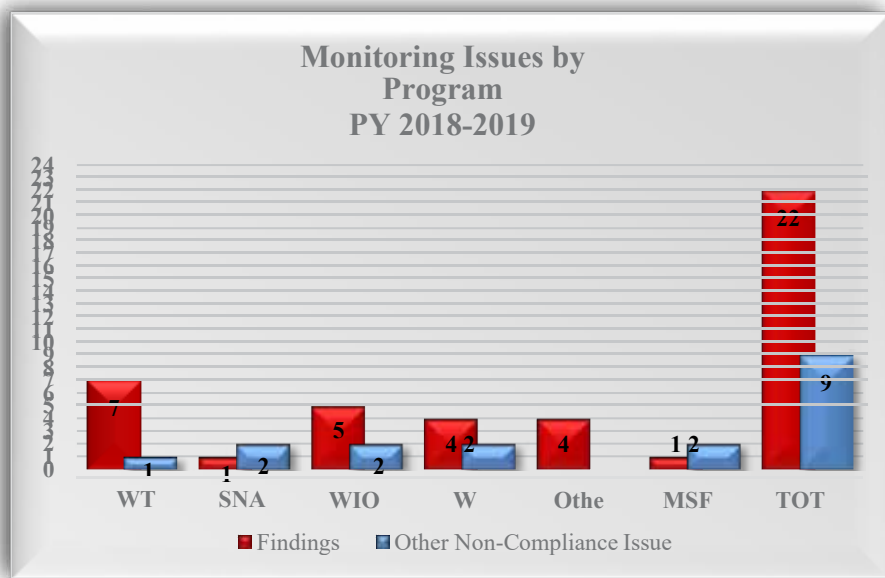
WT	The following issues were identified in the Initial Assessment and Individual Responsibility Plan (IRP) process: <ul style="list-style-type: none"> An IRP was missing from a participant case file. An initial assessment was not completed. Several IRPs did not include all required elements. Several participants were assigned to more than 40 hours per week in work activities. A participant was assigned to the Job Search and Job Readiness Assistance activity for more than four consecutive weeks. 	Y	Y		
	Documentation to support job participation rate (JPR) hours was not retained in a participant case file.	Y	Y		
	Several participants were assigned to more worksite hours than the benefit calculation allows.	N	Y		
	A safety plan was not developed for a victim of domestic violence. Additionally, neither the IRP or Alternative Requirement Plan included the required safety plan elements.	N	Y		
	A medical deferral was entered in the One-Stop Service Tracking (OSST) system without documentation to verify the deferral.	N	Y		
	The following issues were identified in the pre-penalty and sanction process: <ul style="list-style-type: none"> No evidence of an attempt to orally contact and/or counsel several participants. A participant was not allowed three working days to provide good cause for a second failure within 30 days. Additionally, the Notice of Failure to Demonstrate Satisfactory Compliance form was missing in a couple of case files. A participant was not notified of what (s)he was required to do prior to initiating the pre-penalty. There were delays in requesting several penalties and sanctions. 	Y	Y		
	There was no documentation in a participant case file to verify employment and/or the employment documentation maintained in the files did not match the information recorded in OSST.	Y	Y		
	A couple of participant case files were missing a signed and dated Opportunities & Obligations form.			N	Y

Workforce Program	Issues	Prior Year Finding	Current Year Finding	Prior Year Other Noncompliance Issues	Current Year Other Noncompliance Issues
WT Totals		4	7	0	1
SNAP E&T	Several participants were not assigned to 80 hours per month in SNAP activities. Also, one participant was assigned to more than 120 hours when employment was combined with another component.	Y	Y		
	A couple of participants were assigned to more than 39 Job Search/Job Search Training hours for the month.			N	Y
	Several participants did not have their initial appointment status (code 590) ended timely in OSST			N	Y
	Two case files were missing documentation to support the dispersal of food stamp reimbursements.	Y	N/A		
SNAP E&T Totals		2	1	0	2
WIOA ADULT/DW	Several participant case files were missing employment verification documentation to support the employment activity recorded in Employ Florida.			Y	N/A
	Several participant files lacked sufficient participant eligibility documentation.	Y	N/A		
	The job titles on several on-the-job training agreements did not match the occupations listed on the participants' Individual Employment Plans or in case notes.			Y	N/A
WIOA Youth	Required components of Work Experience (WE) activities: <ul style="list-style-type: none"> A participant started a WE activity before the WE agreement was signed. Two participant files were missing documentation of wages paid and timesheets to support the participants' engagement in the WE activity. Several participants were placed in a WE activity without being provided the mandatory academic components. 	Y	Y		
WIOA Youth, Adult/DW, and Special Projects	In many instances, credential attainments recorded in Employ Florida did not meet the definition of an industry-recognized certificate or certification.	Y	Y		
	Quarterly follow-ups for several participants were not conducted by the due dates indicated in the follow-up table in Employ Florida.			Y	Y
	A couple of participants were enrolled in a training program with a service provider that is not on the state or local eligible training provider list.	N	Y		
	A couple of participants were co-enrolled in programs with duplicative services provided from multiple funding sources.	Y	Y		
	In many instances, measurable skills gains were not recorded in Employ Florida for the applicable program year in which the participants were enrolled in an educational or training program.			N	Y
	A support service activity documented in a participant's case file did not match the support service activity entered in Employ Florida.			Y	N/A

Workforce Program	Issues	Prior Year Finding	Current Year Finding	Prior Year Other Noncompliance Issues	Current Year Other Noncompliance Issues
WIOA Youth, Adult/DW, and Special Projects	Several participant files were missing documentation to verify that follow-up services were offered.			Y	N/A
	The activity "Actual Begin Date" in recorded in Employ for several participants precedes the system generated "Create Date" by more than 15 days after the activity began.			Y	N/A
	In several instances, the Individual Training Account costs were not recorded in the Training Enrollment Cost table in Employ Florida.			Y	N/A
WIOA, WT and SNAP Common Issue	Grievance/Complaint and Equal Employment Opportunity (EEO) forms were missing from several participant case files.	Y	Y		
WIOA Totals		5	5	7	2
Wagner-Peyser (WP)	The registration, participation, and recording of placements of multiple job seekers were not in compliance with DEO guidance. Problems included but not limited to no job seeker engagement when participation was recorded, misleading individual information recorded in Employ Florida, and invalid recording of placements for participants.	Y	Y		
	A few job seeker placements had several issues including missing case notes or duplication of obtained employments.	Y	Y		
	A job order did not meet the terms of use posting rules for Employ Florida.	N	Y		
	A job order with a wage rate listed below the minimum wage did not have case notes documenting the job met Florida minimum wage rate requirements.	N	Y		
	A staffing (private employment) agency job order did not contain the phrase "Position offered by no-fee agency".			N	Y
	There was no documentation in several case files to support a reportable service had been provided to allow extended participation beyond the required 90 days.	Y	N/A		
	A job development job order did not have the 123-service code recorded for the job seeker.			Y	N/A
	A counseling service code was recorded in Employ Florida for a job seeker, but the documentation did not meet the definition of a counseling service.			Y	N/A
Reemployment Services and Eligibility Assessment (RESEA)	The Red Flag Drop-off Report showed that a few participants were not managed by staff within the required time frame.			N	Y
RESEA and WP Common Issue	Several Employability Development Plans recorded in Employ Florida did not contain all required information.			Y	N/A
WP/RESEA Totals		3	4	3	2

Workforce Program	Issues	Prior Year Finding	Current Year Finding	Prior Year Other Noncompliance Issues	Current Year Other Noncompliance Issues
Complaint System	A complaint log was missing required elements indicating resolution of complaint and complaint status. Additionally, follow-up was not conducted for a migrant and seasonal farmworker (MSFW) complaint.	N	Y		
Credentialing	Labor market publications and resources were not accessible to users and several computers were inoperable and missing links to required resources.	N	Y		
Management Information Systems (MIS)	A staff member's access to OSST had not been revoked following separation from the LWDB.	N	Y		
	Multiple staff were either missing background screenings or the screenings were conducted after the hire dates. Additionally, completed confidentiality forms and security agreements were not completed for a couple of staff members.	N	Y		
Other Totals		0	4	0	0
MSFW	All required equity ratio indicators and minimum service level indicators were not met for the review period.			Y	Y
	Three MSFW job seekers were not properly identified as seasonal or migrant farmworkers.	N	Y		
	Two agricultural job orders were missing required information such as specific days and hours to work and a description of job duties.			N	Y
MSFW Totals		0	1	1	2
Results-All Programs		14	22	11	9

Note: N/A in the above chart denotes issue was applicable during the PY 2017-18 review but not during the PY 2018-19 review. Additionally, the following graph represents an analysis of issues identified only during PY 2018-19



CSTB CAP was submitted on 12/17/19. DEO reviewed the CAP and requested additional information including a review of all open cases for WT, all active WP participants, and all open Job Orders. A call with DEO on 1/27/20, resulted in a revised review of this request to include a substantial review with a documented plan on corrected issues. The additional information requested was provided on 2/4/20 and we are currently awaiting their response.

Additionally, DEO is scheduled to conduct our PY 19-20 onsite programmatic monitoring review during the week of 4/27/20-5/1/20.



Information Item # 7 Summer Job Connection (SJC) 2020 Update

2020 Goal: Serve 1,500 youth & targeting 300 businesses

Key Program Dates:

- December 13 – 19, 2019 – Employer Table Talks
- January 6, 2020 – Program Application Launches for Youth & Employers
- January 27, 2020 – Youth Registration/Intake Sessions Begin & Employer Worksite Screenings
- June 8 - June 12, 2020 – Youth Summit Events – Locations TBD
- June 15, 2020 – Participants first day of work
- June 15 – July 24, 2020 - SJC Career Specialist conduct onsite bi-weekly monitoring
- July 24, 2020 – Participants last day of work

Program Updates:

- **1.6.2020** – SJC Press Kickoff Press Conference hosted at N. Florida
- **SJC Portfolio** - 2020 theme is Channeling Your Inner Superhero

Applications as of 3.10.2020:

- Over 1,388 Youth applications received
- Over 107 Employer applications received
- 814 positions requested

Hillsborough County Areas:	Population %	Enrollment Goals
Southshore:	9%	135
Brandon/Riverview:	23%	345
Plant City:	6%	90
Tampa:	62%	930
		1,500

***Learning Today, Leading Tomorrow...
One Summer Can Change your Future – We are making connections that matter!***



Information Item # 8

Public Relations/Marketing Update

(Updated March 11, 2020)

OVERVIEW: Marketing department will utilize the marketing campaign calendar (below) to promote CSTB events and services. We plan on using social media (paid and unpaid/organic), press releases to promote events, digital marketing, print advertising, radio, and billboard advertising depending on budget.

MARKETING CAMPAIGNS:

Upcoming Campaigns:

March - 2020

- Mini Job Fair on March 25
- Summer Job Connection: Employer engagement and registration (TampaSummerJobs.com) Goal: Sign up businesses to participate
- Tech Hire (Goal sign up 50 people)

April - 2020

- Top Workplaces in Tampa Bay Sponsorship
 - Ad placement in Tampa Bay Times, email blasts, social media tbt and Tampabay.com
- April 30: Professional Mixer
- April-June: Campaign to bring awareness to CSTB to get people who need assistance looking for jobs, we have computers, resume assistance, interview workshops, five locations, Goal: Increase Web Traffic & promote locations
 - <https://www.careersourcetampabay.com/job-seekers>
 - Find a job through Employ Florida
 - Hot Jobs of the week
 - Link to Recruitment Events
- Professional Talent of Tampa Bay Campaign (Awareness of this campaign and get people to participate in the program) <https://www.careersourcetampabay.com/job-seekers/job-search/professional-talent/>

May - 2020

- Promote Job Fair on May 14, 2020

June - 2020

- Industry Consortiums (Healthcare/Life Sciences) June 12, 2020 promote via digital marketing

Statewide Funded Marketing Campaigns:

- Career Services and Passion to Profession (lead generating campaigns)

Completed Campaigns:

Grant Funded Campaigns:

- Summer 2019: TechHire campaign reached goal for program.

September 2019 (Fall Work Campaign)

- Tampa Bay Business Journal – 1x Half Page Ad

U:\ADMINISTRATION\MARKETING\BOARD INFORMATION\CSTB\MARKETING REPORTS

- TBBJ Afternoon Newsletter (Premium Top Position) – 1 Week (6x/Sends)
- December 2019 (Specs due 11/22/19 in print December 6)**
- People First Awards Sponsorship (Excellence in Human Resources)
 - Ad Due: 11/22/19
 - Vision 2020 (Business Services)
- December 2019**
- Tampa Bay Business Journal:
 - 2019-2020 Book of Lists - Full Page Ad (Largest Tampa Bay Employers)
 - Published December 27, 2019
 - Outreach: Business Sectors
- January 2020**
- Tampa Bay Business Journal
 - Economic Outlook Sponsorship (Booth, Tampa Bay Business Journal)
 - Full Page Ad in Special Publication
 - Two Week Digital Sponsorship (80,000 Impressions) on Tampa Bay Business Journal website
 - Tampa Bay Times
 - Outreach: Summer Job Connection (Times and TBT)
- February - 2020**
- Promote Young Talent Tampa Bay:
 - Via digital marketing campaign, goal to reach potential scholarship recipients, provide program leads.
 - Promote Job Fairs via digital marketing, goal increase attendance
 - Promote Vision 2020 (Tampa Bay Times) Goal: Increase awareness participation.
 - Promote Vision 2020 (Tampa Bay Business Journal – 1x Half Page Ad)
 - TBBJ Afternoon Newsletter (Premium Top Position) – 1 Week (6x/Sends)
 - Goal:
 - Promoted Summer Job Connection: Tampa Bay Business Journal February 28 ad

**MARKETING/PUBLIC RELATIONS DASHBOARD
(UPDATED 12/31/2019)**

	<u>PY 18-19</u>	<u>Q1 PY 18-19</u>	<u>Q1 PY 19-20</u>	<u>Q1/Q2 PY 19-20</u>
Total Website Page Views	1,227,655	362,125	267,277	387,264
Pages per session				3.69
Total Website Unique Page Views	861,540	252,632	185,806	387,264
Website Users	203,861	67,670	45,062	60,308
Average Time on page	1:34	1:39	1:21	3:35
Bounce Rate	54:08	53.90%	52.71%	51.37%
Sessions	372,264	110,218	77,414	105,015
Social Media Impressions	321,810	106,000	787,170	888,637
Social Media Engagements	8,425	3,597	5,224	8,816
Number of Social Media Followers	5,943	---	6,666	6,962
Number of new Social Media Followers	1,450	394	475	955
Social Media Clicks	---		3,572	5,347
Total messages/posts	---		305	738
Number of Press Releases	6		8	17
Number of Media Inquiries	9		0	
Earned media/ Viewership/Reach	269,724		163,288	861,681
Earned media dollar figure (net)	\$10,317		\$11,810	\$50,436
Number of positive stories published	22		6	38
Number of Negative stories published	4		0	3

DEFINITIONS:

Page Views is the total number of pages viewed. Repeated views of a single page are counted.

Unique Page Views is the number of sessions during which the specified page was viewed at least once. A unique page view is counted for each *page URL + page Title* combination.

Bounce Rate: A *bounce* is a single-page session on your site. In Analytics, a bounce is calculated specifically as a session that triggers only a single request to the Analytics server, such as when a user opens a single page on your site and then exits without triggering any other requests to the Analytics server during that session. Bounce rate is single-page sessions divided by all sessions, or the percentage of all sessions on your site in which users viewed only a single page and triggered only a single request to the Analytics server.

Earned Media: Amount of free publicity typically generated from press releases.



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