

**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
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, a Florida non-profit Corporation, headquartered at 4350 West Cypress Street, Suite 875, Tampa, FL 33607, ("Agency").

RECITALS

WHEREAS, the County believes it to be in the public interest to provide operational and support services for an ex-offender/returning citizen workforce training and job placement services program through the Agency for the residents of Hillsborough County who are desirous of such services; and

WHEREAS, the ex-offender/returning citizen workforce training and job placement services program raises interest in and awareness of employment opportunities in Hillsborough County and prepares participants 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 ex-offender/returning citizen 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 April 1, 2023, until September 30, 2024 ("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 Three Hundred Thousand Dollard (\$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.

The source of funding for this Agreement is the County's General Operating Funds and does not include any State or Federal funds.

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 Exhibit "C", attached hereto 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) PetrovicJ@HCFLGov.net
- iii) Jaksa Petrovic, Acting 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:

Ron Barton, Assistant County Administrator
Economic Prosperity

To the following address for U.S. mail:

Post Office Box 1110
County Center – 20th Floor
Economic Prosperity
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
4350 West Cypress Street, Suite 875
Tampa, FL 33607
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

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 30

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 31

E-Verify Requirement

To comply with Executive Order 12989 (as amended, the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the Agency agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility status of all new employees hired by the Agency during the term of the Agreement. If the Agency enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Agency with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the Agency for the duration of the Agreement or longer as provided in Article 6.

ARTICLE 32
Entire Agreement


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

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

ATTEST: Cindy Stuart
Clerk of the Court

HILLSBOROUGH COUNTY:

By: 
Deputy Clerk

By: 
Name: Ken Hagan
Title: Chair, Board of County Commissioners

February 1, 2023
Date


February 1, 2023
Date

Approved as to Form and
Legal Sufficiency:



By: Katherine M. Benson
Assistant County Attorney

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

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

2-14-2023
Date

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 23-0143

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

SWORN TO OR AFFIRMED before me by means of ☒ physical appearance OR ☐ online
notarization this 14th day of February, 2023, by Sean Butler, who is
☒ personally known OR ☐ produced identification in the form of _____.

Luna Clarke
Notary Public, State of Florida

My Commission Expires:

Luna Clarke
Printed Name of Notary

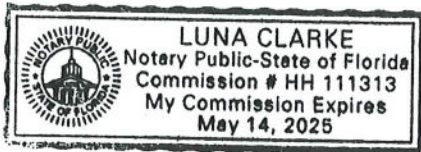


EXHIBIT “A” SCOPE OF WORK

AGENCY: CareerSource Tampa Bay

PROGRAM: Ex-Offender/Returning Citizen Workforce Training Program

PRIMARY GOAL: To provide operational and support services for the delivery of workforce training and placement services to Hillsborough County ex-offenders/returning citizens to develop a pipeline of talent with foundational employability skills and aptitude to obtain employment. These citizens may not have sufficient levels of workforce skills or experience to competitively re-enter the workforce in today’s economy. 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 within Hillsborough County, as well as engage employers in providing employment opportunities for ex-offenders/returning citizens.

PART I – Scope of Services

The Agency shall provide the following approved Scope of Services on which the County funding is based.

The Agency will provide the following deliverables:

- 1) Management & Administration Up to \$300,000
Services to be provided: Provide up to eighteen (18) Units of Service. A “Unit of Service” is defined as one (1) month of Program development and delivery or operational support by the Agency. The Unit of Service rate of pay for units 1–17 is Sixteen Thousand Six Hundred Sixty-Six Dollars (\$16,666) and the Unit of Service rate of pay for unit 18 is Sixteen Thousand Six Hundred Seventy-Eight Dollars (\$16,678), during the Term. The not-to-exceed total amount is Three Hundred Thousand Dollars (\$300,000) during the Term (April 1, 2023 – September 30, 2024).

The Agency will provide the following services:

The Agency will develop a workforce training and job placement services program (Program) for Hillsborough County ex-offenders/returning citizens to develop a pipeline of talent with foundational employability skills and aptitude to obtain employment. The Program will serve as a resource for ex-offenders/returning citizens to increase their employability by providing them training, resources, tools, and support services to overcome barriers to employment and successfully transition into employment. Eligible Program participants are exempt from the age requirements established for the Apprenticeship to Career Empowerment (ACE) Program, should they participate in that program.

Management and administrative services shall include, but not be limited to, overseeing staff and day-to-day operations, serving as the first point of contact for Program participants, negotiation of contracts related to Program implementation, providing centralized operations and procedures for delivery of services, and submitting reimbursement requests and performance reports. More specifically, the costs associated with direct and indirect staff shall include, but not be limited to: Finance staff to process invoices, manage budget and forecasting, reporting requirements; and

Program and Contract staff to recruit participants, enroll in services, facilitate documentation for eligibility, enrollment, participant management.

The Agency will connect Program participants to employment assistance services, which includes but is not limited to, work readiness and employability skills training; financial literacy supports; career pathway guidance and skill development resources; including digital literacy and internet access supports; placement services; mentoring; and enrollment into the Employ Florida online employment assistance system. Employ Florida is the Agency's online tool specifically designed to help connect employers and job seekers and is another tool of their network of workforce services and resources. Enrolled participants will be able to search for a job and apply online, post a resume, research labor market information and trends, and find information on employers that may be of interest to them.

The Program will be supported in partnership with qualified community-based organizations currently serving this population which will help identify candidates, facilitate training, and engage corporate and private sector employers to participate. Critical outcomes of the Program include providing participants with opportunities for occupational skills training, job placement with a local employer, and industry-recognized certifications, where appropriate.

The Agency shall maintain the necessary back-up information to document the delivery of the services. An Exhibit D, Program Performance Report form, attached hereto and incorporated herein, shall be submitted with each Exhibit C, Request for Payment form, attached hereto and incorporated herein. The Exhibit D, Program Performance Report form, must provide the project details for each period to document the progress in delivering the services and include: list of participants served and services provided, participants home address, participants employment status, participants Employ Florida enrollment status, training provider name and address (if applicable), employer name and address (if applicable), supporting documentation (certificates of completion, etc.), and immediate outcomes when possible. Since there may be a lag in compiling information for each Program Performance Report, the latest available data for each reporting period will be acceptable during the Term.

A Final Program Performance Report is due within thirty (30) days after the end of the Term, or termination, of this Agreement, outlining the Agency's efforts, accomplishments, deliverables, benchmarks, performance measures and results covering the Term.

The County reserves the right to request any additional documentation necessary to document the residency of participants in the Agency's programs for which payment is being sought.

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 reimbursement.

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: Ex-Offender/Returning Citizen Workforce Training Program

Funding in accordance with agreed to amounts will be made upon receipt of a completed 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 is required before payment. Individual participant files are to be available for on-site review.

Reimbursement requests may be submitted on a monthly or quarterly basis with proper backup. 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 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 of Hillsborough County.

With each request for payment the Agency will provide a Program Performance Report that shall include the project detail report, the list of participants served, participants home addresses, employer name and address, and other information identified in the agreed upon Scope of Services, detailed in Exhibit "A".

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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: Ex-Offender/Returning Citizen Workforce Training Program

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

FINANCIAL STATUS REPORT

BUDGET CATEGORIES	TOTAL (ANNUAL) APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
Management & Administration (Up to \$16,666 per unit for units 1-17; and up to \$16,678 for unit 18)	\$300,000			
Up to 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.

TYPE OF REVIEW

APPROVED

DATE

FISCAL

PROGRAMMATIC

DIRECTOR

Ron Barton, Economic Prosperity

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: Ex-Offender/Returning Citizen Workforce Training Program

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF AGREEMENT COMPLETED _____%

I. ACCOMPLISHMENTS:

II. PROBLEMS:

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

<u>UNITS OF SERVICE PROVIDED</u>	<u>PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>TERM TO DATE</u>	<u>% OF GOAL COMPLETED</u>
Ex-Offender/Returning Citizens Program	<u>18</u>	_____	_____	_____

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".

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EXHIBIT “E”

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 1, § 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

AGENCY: CareerSource Tampa Bay

PROGRAM: Ex-Offender/Returning Citizen Workforce Training Program

AGENCY CIVIL RIGHTS STATUS

The responding AGENCY is requested to carefully review the following questions and provide responses as it relates to the AGENCY'S own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the AGENCY'S Affirmative Action Plan or Program (If not submitted within the past twelve (12) months). Review what was submitted in 11.15.2021 – this will be sector strategies svcs agreement **attached, Affirmative Action Policy Statement and Program**
 2. Workforce Analysis by race/sex and EEO category. **See page 24**
 3. If the AGENCY receives federal/state/local funding, please list source and dollar amount. **Attached, Fiscal Year Ending 6.30.2022**
 4. Name of person designated as EEO representative. **Doug Tobin**
 5. Is the AGENCY receptive to on-site reviews? **Yes**
 6. Does the AGENCY have a procedure for resolving discrimination complaints? **Yes**
 7. Has the AGENCY been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where? **Over the past 18 months, the agency has had three charges of wrongful discharge through the EEOC. The first charged was presented in September 2021 which was mitigated through the EEOC process and settled during medication in January 2022 with CSTB claiming no wrongful termination. Another discrimination case presented to EEOC in December 2022, but it was successfully discharged by EEOC in that same month. The current wrongful discharge claim was presented in October 2022 and is currently in the EEOC process.**
 8. Does the AGENCY anticipate hiring additional staff to perform this contract? **unknown** If yes, please provide the number of positions and type of positions.
 9. Please provide a copy of the AGENCY'S Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months). **attached, Affirmative Action Policy Statement and Program**
- *A written Affirmative Action Plan or Program is required if the AGENCY has 15 or more employees. If the AGENCY has fewer than 15 employees, then an Affirmative Action Policy Statement is required. Review what was submitted in **attached, Affirmative Action Policy Statement and Program**

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.

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EXHIBIT "E"
EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

AGENCY: CareerSource Tampa Bay

PROGRAM: Ex-Offender/Returning Citizen Workforce Training Program

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS	10	18	6	2	1	1		8	5	4	1	
PROFESSIONALS	3	5	2		1			1	1	3		
TECHNICIANS	1		1									
SALES WORKERS												
OFFICE and CLERICAL	13	31	4	5	4			7	13	11		
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)	1				1							
SERVICE WORKERS												
TOTAL	28	54	13	7	7	1		16	19	18	1	

***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

(REV) BID/EEO/G

EXHIBIT "E" (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: Attest for the Agency
(Two Witnesses Required)

AGENCY: Tampa Bay Workforce Alliance, Inc.,
d/b/a CareerSource Tampa Bay

By: Anna Murro

By: Sheila Doyle
(Signature of Authorized AGENCY Representative)

Print Name: Anna Murro

Print Name: Sheila Doyle

By: Kayla Sizemore

Date Signed: 1/18/2023

Print Name: Kayla Sizemore

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TAMPA BAY WORKFORCE ALLIANCE, INC.
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2022

Federal/State Agency Pass-Through Entity/ Program Title	Assistance Listing 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	39477, 40548, 41336	\$ 591,565	\$ 57,505
Total U.S. Department of Agriculture			591,565	57,505
U.S. Department of Labor				
Passed through the Department of Economic Opportunity: Employment Service Cluster:				
Wagner Peyser	17.207	39202, 40438, 40698	2,064,586	-
Military Spouse	17.207	40455	121,156	-
Disabled Veterans Outreach Program	17.801	39543, 41055	173,404	-
Local Veterans Employment Representative Program	17.804	39563, 41076	72,912	-
Subtotal Employment Service Cluster			2,432,058	-
Reemployment Services and Eligibility Assessment	17.225	38963, 40010	683,456	555,641
Trade Adjustment Assistance	17.245	39497, 40685, 39360, 40684	117,422	-
National Dislocated Worker Grant Disaster-FL-COVID-19	17.277	38894	353,385	24,266
Workforce Innovation and Opportunity Act (WIOA) Cluster:				
WIOA Adult	17.258	39250, 39311, 39335, 40175, 40844	3,008,209	1,531,305
WIOA Dislocated Worker	17.278	39226, 39311, 39335, 40199, 40355, 40844	4,069,035	848,762
WIOA Youth	17.259	39069, 39311, 39335, 40064	4,535,388	882,642
Subtotal WIOA Cluster			11,612,632	3,262,709
Subtotal Department of Economic Opportunity			15,198,953	3,842,616
Passed through The Trustees of Clark University:				
H-1B Job Training Grant (Tech Quest Apprenticeship)	17.268	HG-33043-19-60-A-25	26,565	-
Subtotal The Trustees of Clark University			26,565	-
Total U.S. Department of Labor			15,225,518	3,842,616
U.S. Department of Health and Human Services				
Passed through the Department of Economic Opportunity: Temporary Assistance for Needy Families	93.558	38515, 39134, 39406	3,508,159	423,761
Total U.S. Department of Health and Human Services			3,508,159	423,761
Total Federal Awards			\$ 19,325,242	\$ 4,323,882

See Notes to Schedule of Expenditures of Federal Awards

Tampa Bay Workforce Alliance, Inc.
dba CareerSource Tampa Bay (company's name)

AFFIRMATIVE ACTION POLICY STATEMENT

Tampa Bay Workforce Alliance, Inc.

It is the policy of dba CareerSource Tampa Bay (company's name) to give equal opportunity of employment to all qualified persons without regard to:

- *Age
- *Sex
- *Race
- *Color
- *Religion
- *National Origin
- *Mental or Physical Disability
- *Marital Status
- *Sexual Orientation
- *Gender Identity or Expression

and to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- *Recruitment and Hiring
- *Compensation and Other Employee Benefits
- *Training
- *Promotion and Demotion
- *Layoff and Termination

It is also our policy to take affirmative action in the employment and advancement in employment of qualified individuals with disabilities, disabled veterans, and veterans of the Vietnam Era.

Discrimination complaints should be directed to Doug Tobin, EEO Officer
(responsible individual's name and title) who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal, State and local laws, regulations, orders and ordinances with respect to Equal Employment Opportunity and Affirmative Action.



Chief Executive Officer

Tampa Bay Workforce Alliance, Inc.

dba CareerSource Tampa Bay

Company Name

1/17/2023

Date

Note: Excerpt of Equal Employment Opportunity

CAREERSOURCE TAMPA BAY

EMPLOYEE HANDBOOK

Last Revised: January 16, 2020

INTRODUCTION

This Employee Handbook gives you information about CareerSource Tampa Bay's policies, procedures, and benefits. It is a guide to help you understand the organization better and to help you understand our expectations of you as a member of our team. Please read it carefully and refer to it often.

No employee handbook can anticipate every circumstance or question about policies. As CareerSource Tampa Bay continues to grow, the need may arise to revise the Employee Handbook. CareerSource Tampa Bay reserves the right to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time, with or without notice, as it deems appropriate in its sole and absolute discretion. Employees will, of course, be notified of such changes to the Employee Handbook as they occur. Management cannot override these policies, unless otherwise stated. Any changes to the policies must be approved by the Board of Directors.

This handbook is the property of CareerSource Tampa Bay, and it is intended for your personal use and reference as an employee. Employees should not circulate this handbook outside the organization without the approval of the CEO. This handbook remains the property of CareerSource Tampa Bay and must be returned upon request.

No individual manager has the authority to enter into any agreement contrary to what is stated within, and nothing said before or during employment can change or modify these stated policies.

Nothing in this handbook is meant to, or should be construed as, preventing employees from engaging in acts authorized by law, such as exercising rights to engage in concerted activities for the purpose of mutual aid or protection.

This handbook is not an employment contract and does not guarantee employment or the terms and conditions of employment. The information contained in this book supersedes and replaces all previous personnel policies, practices, and guidelines.

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Company Philosophy

Mission of CareerSource Tampa Bay

CareerSource Tampa Bay shall strive to enhance the provision of workforce development services, increase the involvement of the business community, including small and minority business in workforce development activities, to increase private sector employment opportunities, and to ensure the economic health in and for Hillsborough County, Florida. Special emphasis shall be placed on service to welfare recipients, economically disadvantaged adults and youth, dislocated workers, and individuals and employers needing workforce development services as identified in the CareerSource Tampa Bay Five Year Strategic Plan.

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

Core Values

Integrity – We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships, and actions.

Accountability – We hold ourselves accountable for the quality and lasting results of our work and for the commitments we make to our participants, employers, partners, stakeholders and each other.

Customer-Focused – We have a passion to serve. Our team is committed to understanding the needs of our customers through a results oriented approach known as ‘concierge service.’

Collaboration – We value and celebrate teamwork evident through our strong emphasis on partnership, engagement and community development.

Innovation – We go beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all qualified individuals, employment decisions at CareerSource Tampa Bay will be based on merit, experience, aptitude, qualifications, and abilities.

CareerSource Tampa Bay is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis [“protected class”] including, but not limited to: race, color, religion, creed, national origin, sex, sexual orientation, gender identity or expression, age, disability, genetic information, marital status, veteran status, uniform service member status, sickle cell trait, pregnancy, citizenship, or any other protected class under federal, state, or local law.

This nondiscrimination policy extends to all terms, conditions, and privileges of employment as well as the use of all CareerSource Tampa Bay facilities, participation in all CareerSource Tampa Bay-sponsored activities, and all employment actions such as promotions, compensation, benefits, and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, CareerSource Tampa Bay is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by CareerSource Tampa Bay as required by applicable law.

Disability Accommodation

CareerSource Tampa Bay will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

CareerSource Tampa Bay is committed to complying fully with the *Americans with Disability Act* (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a nondiscriminatory basis.

CareerSource Tampa Bay will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. CareerSource Tampa Bay will also provide reasonable accommodations to pregnant employees who are suffering from pregnancy-related impairments to the fullest extent required by law.

This policy is neither exhaustive nor exclusive. CareerSource Tampa Bay is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws. If you would like to discuss the need for accommodation under this Statute, please contact your manager.

Harassment Policy

CareerSource Tampa Bay will provide a work environment which is free from verbal or physical conduct that unreasonably harasses, disturbs, or interferes with an employee's work performance or that creates an intimidating, offensive, or hostile work environment.