

**AGREEMENT
BY AND BETWEEN
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
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 BOARD OF COUNTY COMMISSIONERS**, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 (“Chief Elected Officials”) and **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida non-profit corporation, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“CSTB”).

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (“WIOA”) authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Area”); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, (“Florida WIA”), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, Hillsborough County, Florida has been designated by the Governor of the State of Florida as a Local Area; and

WHEREAS, the WIOA and Florida WIA (“Acts”) require the Chief Elected Officials (“CEO”) of each designated Local Area to establish a Local Workforce Development Board (“LWDB”) and to appoint its members; and

WHEREAS, CSTB has requested and received certification as the LWDB for Region 15 (Hillsborough County) by CareerSource Florida, Inc., the State of Florida Workforce Development Board; and

WHEREAS, the CEO and CSTB previously entered into an Agreement dated June 17, 2020 (20-0565), defining their respective duties and responsibilities for the administration and operation of workforce development programs within the Local Area; and

WHEREAS, CSTB will perform multiple functions within the Local Area, this Agreement clarifies how CSTB will carry out these functions in accordance with the Acts, demonstrate internal controls and prevent conflicts of interest; and

WHEREAS, the CEO and CSTB desire to renew the Agreement which defines the scope of this relationship and their respective duties and responsibilities, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 For purposes of this Agreement the following terms shall have the meanings ascribed to them below:

- (a) “Acts” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, collectively;
- (b) “Administrative Entity” shall mean and refer to the entity designated to provide and serve as support staff to the LWDB to perform duties such as, but not limited to, administration of the Local Area Workforce Plan, responsible for the allocation of funds, the delivery of performance measured against program objectives, making programmatic decisions, assuring program compliance, ensuring funds are spent in accordance with applicable laws, and operation/management of LWDB contracts, sub-recipient agreements and the one-stop career center(s). CSTB has been designated as the Administrative Entity;
- (c) Chief Elected Officials (“CEO”) shall mean and refer to the “chief elected officials” of the unit of government for the Local Workforce Development Area, the Hillsborough Board of County Commissioners;
- (d) “County” shall mean and refer to the Hillsborough County Government Administration and Staff;
- (e) “DEO” shall mean and refer to the Florida Department of Economic Opportunity;
- (f) “Fiscal Agent” shall mean and refer to the entity designated to receive and disburse workforce development funds under 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;
- (g) “Florida WIA” shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes;
- (h) “Local Grant Recipient” shall mean and refer to the Chief Elected Officials (“CEO”);
- (i) “Local Grant Sub-Recipient” shall mean and refer to the Fiscal Agent;
- (j) 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;

- (k) Local Workforce Development Board (“LWDB”) shall mean and refer to the appointees by the CEO who, in partnership with the CEO, sets policy for the portion of the statewide workforce development system in the Local Workforce Development Area;
- (l) “LWDB Staff” or “Staff to the LWDB” shall mean and refer to the Administrative Entity;
- (m) “WIOA” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- (n) 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, as contemplated in the Acts.

ARTICLE II

TERM OF THIS AGREEMENT

- 2.1 This Agreement shall be effective from July 1, 2021, through June 30, 2023 (“Term”), unless otherwise terminated as provided for herein. This Agreement may be renewed by the County Administrator for successive two-year periods, from July 1 through June 30, unless otherwise terminated as provided for herein.

ARTICLE III

DESIGNATION OF CSTB AS THE

ADMINISTRATIVE ENTITY AND FISCAL AGENT;

REAFFIRMATION OF THE CEO AS THE LOCAL GRANT RECIPIENT

- 3.1 In accordance with the provisions of the Acts, the parties agree that, subject to the provisions of this Agreement, CSTB shall serve as the Administrative Entity and Fiscal Agent for the Local Area, and shall serve as staff to the LWDB.
- 3.2 The parties further agree and acknowledge that the CEO is and shall remain the Local Grant Recipient of the WIOA funds allocated to the Local Area.
- 3.3 The parties agree and acknowledge that in the event CEO determines in its sole discretion that it is necessary to protect the interests of workforce development programs in the Local Area, the CEO may provide written notice to the LWDB and CSTB informing them of the CEO’s decision to withdraw its designation of CSTB as the Administrative Entity and Fiscal Agent for workforce development programs in the Local Area. The written notice shall specify the date which the withdrawal of designation becomes effective. The CEO and CSTB shall cooperate to identify and secure alternative parties to perform these functions in accordance with applicable Acts and corresponding

regulations. Withdrawal of a designation pursuant to this provision shall not constitute an Event of Default as defined in Article XV of this Agreement.

ARTICLE IV
AUTHORITIES AND RESPONSIBILITIES
OF THE CEO AND THE COUNTY

- 4.1 The CEO shall have all of the rights, duties and responsibilities of the CEO in accordance with the Acts and corresponding regulations.
- 4.2 The CEO shall appoint members of the LWDB consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, the requirements of WIOA sec. 107(b)(2), and in accordance with Hillsborough Board of County Commissioners Policy as amended. The LWDB is certified by the Governor every two (2) years. The County's residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the County and agreed to by the CEO. The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the CEO.
- 4.3 The purpose of the LWDB is to provide strategic and operational oversight to help develop 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.
- 4.4 The CEO shall establish, amend or replace the LWDB by-laws. The by-laws shall be consistent with State policy for LWDB membership. At the CEO's sole discretion, LWDB members and/or CSTB staff may provide assistance and support in this process by reviewing the by-laws and providing feedback and recommendations prior to CEO approval. The LWDB may initiate or support this process by providing recommendations for amendment or replacement for CEO consideration and approval. At a minimum, these by-laws shall address:
 - (a) The nomination process used by the CEO to select the LWDB Chair and members;
 - (b) The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;
 - (c) The process to notify the CEO of a LWDB member vacancy to ensure a prompt nominee to fill vacancies as quickly as possible;
 - (d) The proxy and alternative designee process that will be used when a LWDB member is unable to attend a meeting and assigns a designee as per the requirements at § 679.110(d)(4);
 - (e) The use of technology, such as phone and Web-based meetings, that will be used to promote LWDB member participation;
 - (f) The process to ensure LWDB 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; and

- (g) A description of any other conditions governing appointment or membership on the LWDB as deemed appropriate by the CEO.
- 4.5 The County Attorney's Office shall serve as legal counsel for CSTB. The terms and conditions of this representation are set forth in Exhibit A, Legal Services Agreement, attached hereto and incorporated by reference herein. This agreement is exempt from CSTB procurement policies.
- 4.6 The CEO shall have the authority to arrange for and procure at its own cost and expense external audits or agreed upon procedures of any and all programs and finances administered by CSTB on a semi-annual basis or as deemed necessary. This will ensure that CSTB has and maintains adequate administration, controls, and management of programs and funds handled by CSTB including, but not limited to, such activities as receipts and disbursements of funds, monitoring, evaluation and contracting.
- 4.7 The Chairperson of the CEO or designee shall serve as a LWDB member, as a LWDB Officer in the position of Second Vice-Chair, and as a member of the LWDB Committee or Sub-Committee responsible for reviewing the CSTB annual audit.
- 4.8 The County Administrator or designee shall serve as a LWDB member, as a member-at-large of the LWDB Executive Committee, and as a member of the LWDB Committee or Sub-Committee responsible for reviewing the CSTB annual audit.
- 4.9 The County shall designate a County employee to serve as a liaison ("County Liaison") between the CEO, County, LWDB and CTSB. The County Liaison will work with the LWDB and CSTB to ensure all workforce development programs and fiscal operations are consistent with the CEO's goals and objectives for workforce development in the Local Area. The County Liaison shall receive notice of and attend all LWDB meetings and other meetings requiring notice under the Florida Sunshine Law. The salary and other compensation paid to the designated County Liaison shall be paid from County funds.

ARTICLE V

AUTHORITY AND RESPONSIBILITIES OF CSTB

- 5.1 CSTB shall be designated as, and have all of the rights, duties and responsibilities of, the Administrative Entity and Fiscal Agent of the Local Area workforce development programs in accordance with the Acts and corresponding regulations, and State conflict of interest policy.
- 5.2 CSTB is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the CEO and the Governor.
- 5.3 The LWDB 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 the LWDB and shall report to the LWDB.

The LWDB 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 LWDB 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

The director shall have sufficient competence and experience to organize and train staff as necessary to carry out the functions and operations of the Administrative Entity and Fiscal Agent as provided herein. The LWDB must establish and apply a set of qualifications that ensure the director selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LWBD.

- 5.4 The director shall 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-grantee's providing services under the guidance of CSTB and acting in partnership with the CEO as provided herein.
- 5.5 The director and staff 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.
- 5.6 As Administrative Entity, CSTB shall perform the following functions, duties and responsibilities of the LWDB as outlined in the Acts and corresponding regulations and as indicated below coordinate with the CEO as appropriate:
 - (a) Provide or arrange for annual training to LWBD members to ensure they are aware of and fulfilling their roles, responsibilities and functions under WIOA 107(d) and 20 CFR § 679.370 to include an orientation and training for new LWDB members and periodic updates as needed as well as to the CEO upon request;
 - (b) Develop a 4-year local area workforce plan ("Local Plan") in partnership with and approved by the CEO and consistent with WIOA section 108. Convene local workforce development system stakeholders to assist in the development of the Local Plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
 - (c) Conduct workforce research and Local Area labor market analysis to include:
 - (1) Regular updates of economic conditions, needed knowledge and skills;

- (2) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act; and
 - (3) Other research, data collection, and analysis related to the workforce needs of the Local Area.
- (d) Lead efforts to engage with a diverse range of employers and other entities to:
 - (1) Promote business representation on the LWDB;
 - (2) Develop effective linkages with employers to support employer utilization of the local workforce development system;
 - (3) Ensure that workforce investment activities meet the needs of employers and support economic growth by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
 - (4) Develop and implement strategies for meeting the employment and skill needs of employers, workers and job seekers.
- (e) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
 - (1) Facilitating connections among the intake and case management information systems of the one-stop partner programs;
 - (2) Facilitating access to services provided through the one-stop delivery system;
 - (3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
 - (4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
- (f) In partnership with the CEO:
 - (1) Conduct oversight of activities for youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and 134(d), and the entire one-stop delivery system in the Local Area;
 - (2) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the Local Area; and

- (3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.
- (g) Negotiate and reach agreement on local performance indicators with the Governor and present for CEO approval as appropriate.
- (h) Negotiate with the required partners on the methods for funding the infrastructure costs of the one-stop career center(s) in the Local Area in accordance with 20 CFR 678.715 and present for CEO approval as appropriate.
- (i) Select the following providers and where appropriate terminate such providers in accordance with 2 CFR part 200:
 - (1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the LWDB determines there is an insufficient number of eligible training providers in the Local Area, the LWDB may award contracts on a sole-source basis as per the provisions of WIOA section 123(b);
 - (2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
 - (3) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and
 - (4) One-stop operators in accordance with §§ 678.600 through 678.635. The designation of or change in the One-Stop Operator shall require the prior agreement of the CEO.
 - (a) At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers. The LWDB may establish additional roles of the one-stop operator, including, but not limited to: coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a one-stop operator must clearly articulate the role of the one-stop operator;
 - (b) Subject to paragraph 4.4(h)(4)(a) of this section, the one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the Local Plan; prepare and submit Local Plan (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability

measures; or develop and submit budget for activities of the LWDB; and

- (c) An entity serving as the one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in § 679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.
- (j) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the Local Area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- (k) Coordinate activities with education and training providers in the Local Area, including;
 - (1) Reviewing applications to provide adult education and literacy activities under WIOA title II to determine whether such applications are consistent with the Local Plan;
 - (2) Making recommendations to the eligible agency to promote alignment with such plan; and
 - (3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.
- (l) Develop a budget for the activities of the LWDB with approval of the CEO and consistent with the Local Plan and the duties of the LWDB.
 - (1) The budget shall be presented to the CEO in May or June each year prior to the start of CSTB's program year based upon the planning numbers provided by DEO. The budget shall include all non-federal revenues and discretionary grants.
 - (2) No later than December, CSTB shall present to the CEO a "Budget True Up" based upon actual grant allocations and awards, and actual grant carry forward amounts.
- (m) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the Local Area, in accordance with WIOA sec. 188 Nondiscrimination, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990.

- (n) Certification of one-stop centers in consultation with the CEO and State in accordance with 20 CFR 678.800.
- (o) Ensure the LWDB meets its requirement to conduct business in an open manner under the “sunshine provision” of WIOA and State legislation. This includes but is not limited to posting of the LWDB By-Laws, publicly noticing LWDB Board and Committee Meetings, and posting of LWDB Board and Committee Minutes.
- (p) Establish and maintain administrative support for all LWDB Board and Committee meetings as determined by the LWDB. Establish and maintain such committees and support as determined by the LWDB By-laws. This includes but is not limited to drafting of the LWDB Board and Committee agenda along with related back up documents and preparing the minutes for Board approval following these meetings.
- (q) CSTB shall notify the County Liaison upon the resignation of a LWDB member to allow CEO to fill vacancies as quickly as possible.

5.7 As Fiscal Agent, CSTB shall perform the following functions, roles and responsibilities as outlined in the Acts and corresponding regulations:

- (a) Receive funds;
- (b) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies;
- (c) Respond and take appropriate corrective action to financial and program findings and observations cited in financial and program monitoring and audit reports;
- (d) Maintain proper accounting records and adequate documentation;
- (e) Prepare timely financial reports including required reports to DEO;
- (f) Provide technical assistance to sub-recipients regarding fiscal issues;
- (g) At the direction of the LWDB, CSTB shall have the following additional functions:
 - (1) Procure contracts or obtain written agreements;
 - (2) Conduct financial and program monitoring of service providers; and
 - (3) Ensure independent fiscal and compliance audit in accordance with 2 CFR 200, Part F, of all employment and training programs on not less than an every other year basis.
- (h) Conduct a financial audit on not less than a yearly basis.

5.8 CSTB shall have the following additional functions, roles and responsibilities:

- (a) Negotiate and reach agreement on the terms and conditions of the Grantee-Subgrantee Agreement between CSTB and Florida Department of Economic Opportunity (“DEO”) with agreement of the CEO;
- (b) Monitor progress toward the achievement of the performance measures set forth in the Local Plan. The director shall present a report on such progress semi-annually to the CEO. The frequency of this report may be changed at the CEO’s sole discretion. This report shall also include, but not be limited to, results of DEO monitoring and compliance reports, budget updates, and any professionally secured surveys to determine the level of satisfaction the customers have in the delivery of workforce development programs and services in the Local Area;
- (c) Develop and manage outreach and recruitment efforts to employers and job seekers for the workforce development system in the Local Area;
- (d) Develop and manage a process to hear and resolve all grievances or complaints filed by staff, participants and other interested or affected parties as required by the Acts, Regulations or State Laws, and providing a report on such quarterly to the County Liaison;
- (e) CSTB may seek and compete for and accept grants and donations from sources other than Federal and State funds made available under the Acts. All new applications and approvals for grants and donations shall be reported to the LWDB;
- (f) Monitor progress of all sub-recipients and vendors in the achievement and performance of their contracted services. Take action against any sub-recipient or vendor for abuse in the program it is operating in order to protect the funds and the integrity of the program;
- (g) CSTB shall timely comply with all the filing and other requirements mandated by the Florida Non-Profit Corporation Statute and all tax requirements;
- (h) CSTB shall secure and maintain in force a Directors and Officer’s Insurance Policy for the protection of itself which shall include libel and slander, employment practices liability insurance including defense, if available, and errors and omission insurance.
- (i) In accordance with 20 CFR Section 661.307 and 29 USC Section 3122(e), CSTB shall conduct business in an open manner as required by WIOA and the applicable Florida Statutes, by making available to the public, on a regular basis through open meetings, information about the activities of the LWDB and CSTB, including information about the Local Plan before submission of the plan, and about LWDB and CSTB membership, the development of significant policies, interpretations, guidelines, and definitions, the designation and certification of One-Stop operators, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the LWDB and CSTB; and

- (j) CSTB shall immediately notify CEO and the LWDB of any notices, claims, actions or other communications asserting any claim or demand for disallowed costs from any Federal, State or other agency or authority. CSTB agrees to the CEO's participation in any proceeding, negotiation, or litigation to the extent the CEO deems necessary to protect its interests. The CEO's approval shall be required prior to any final settlement of a claim or demand for disallowed costs from any Federal, State or other agency or authority.

ARTICLE VI
AUTHORITIES AND RESPONSIBILITIES HELD
JOINTLY BY THE CEO, COUNTY AND CSTB

- 6.1 It is the joint responsibility of all parties to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers and employers in Hillsborough County. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.
- 6.2 Both parties may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the "sunshine provision" of WIOA and State legislation.
- 6.3 In the event CSTB is found responsible for any disallowed costs under WIOA, through whatever means, CSTB and the CEO will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSTB will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If CSTB's insurance, bonds, grant or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the CEO shall be liable only if, and to the extent, required by the Acts, for repayment or for the balance of repayment, after all CSTB resources have been exhausted, of the funds which are subject to such demand.

ARTICLE VII
INSURANCE REQUIREMENTS

- 7.1 CSTB shall procure and maintain throughout the Term of this Agreement, on behalf of itself and CEO, the insurance specified on, and as required by, Exhibit "B", Insurance Requirements, attached hereto and incorporated by reference herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.
- 7.2 CSTB shall ensure that CEO is named as additional insured as to the actions of the LWDB, CSTB, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to CSTB during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by CSTB pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy

must provide for 30 days prior written notice to CEO of any cancellation, intent not to renew, or reduction in the policy coverage.

- 7.3 This Agreement is contingent upon CSTB furnishing to CEO, a Certificate of Insurance and any other required documents within ten business days after CEO approval of this Agreement and when otherwise requested.
- 7.4 CSTB agrees that each of its contracted service providers for the services covered by this Agreement shall be bound by any and all insurance requirements contained herein.

ARTICLE VIII

INDEMNIFICATION

- 8.1 To the extent not otherwise limited by applicable law, CSTB shall indemnify, hold harmless and defend the CEO and County, and the respective agents and employees of County (all of the foregoing, collectively, 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, 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 CSTB, 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 CSTB, any subcontractor, heir, assign, 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 CSTB or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE IX

FILING OF AGREEMENT MODIFICATION OR AMENDMENTS

- 9.1 This Agreement may be amended or modified in a writing agreed to and executed by both of the parties hereto. This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Agreement between the parties are hereby terminated.

ARTICLE X
OTHER TERMS AND CONDITIONS

- 10.1 Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party.
- 10.2 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.
- 10.3 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.
- 10.4 This Agreement is governed by the laws of the State of Florida, and venue shall be in Hillsborough County.

ARTICLE XI
MAINTENANCE AND REVIEW OF RECORDS

- 11.1 CSTB 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 five (5) years from the date of final payment of such funds to CSTB, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such five (5) or longer period is hereinafter referred to as the "Audit Period").
- 11.2 The CEO and its authorized agents shall have the right, and CSTB, and its subcontractors, as applicable, will permit the CEO 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 CEO may deem necessary during the Audit Period. The CEO's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. CSTB shall insure that any such subcontractor shall recognize the CEO's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by CSTB under this Agreement. If an audit is begun by the CEO 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 XI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII
EQUAL OPPORTUNITY: NON-DISCRIMINATION CLAUSE

- 12.1 CSTB 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.
- 12.2 CSTB 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.
- 12.3 At the time of execution of this Agreement by CSTB, CSTB shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "C", and incorporated by reference herein.

ARTICLE XIII
STATEMENT OF ASSURANCE

- 13.1 During the performance of this Agreement, CSTB herein assures the CEO that CSTB is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Acts of 1992, as amended, in that CSTB does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said CSTB employees or applicants for employment. CSTB understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, CSTB herein assures the CEO that CSTB will comply with Title VI of the Civil Rights Act of 1964 and Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
- 13.2 CSTB shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement and CSTB's designation as a governmental entity, and the Stevens Amendment.

ARTICLE XIV
COMPLIANCE WITH APPLICABLE LAWS

- 14.1 The CEO and CSTB shall comply with the requirements of all federal, state and local laws, and the rules and regulations promulgated thereunder applicable to this Agreement.

ARTICLE XV
TERMINATION CLAUSES

- 15.1 This Agreement is subject to funding availability. CSTB shall provide written notice to the CEO within twenty-four (24) hours of receipt of notice that its WIOA or other funding has been reduced or become unavailable. In the event sufficient CEO funds, if applicable, or WIOA or any other funds to fund this Agreement become reduced or unavailable, the CEO may terminate this Agreement, without penalty or expense to the CEO, upon no less than twenty-four (24) hours written notice to CSTB. The CEO shall be the final authority as to the availability of CEO funds.
- 15.2 Each of the following shall constitute an Event of Default:
- (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until the non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting party to correct the same within thirty (30) days from the date of such notice;
 - (b) The written admission by CSTB that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CSTB to the appointment by a court of a receiver or trustee or the making by CSTB of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSTB's property or business, or the dissolution or revocation of CSTB's corporate charter.
- 15.3 In the event of the occurrence of an event of default in accordance with 17.2 herein by CSTB of any of the terms, provisions or conditions of this Agreement, the CEO shall have the right to terminate this Agreement, without penalty or expense to the CEO, upon no less than twenty-four (24) hours written notice to CSTB.
- 15.4 The CEO shall also have the right to terminate this Agreement without cause, without penalty or expense to the CEO, upon no less than thirty (30) days written notice to CSTB.
- 15.5 Upon receipt by CSTB of a written termination notice from CEO pursuant to this Article XV: (i) CSTB shall not expend any funds, nor incur any costs or expenses requiring payment, unless such payment or the incurrence of such costs is approved in advance by the County Administrator or designee; (ii) at the request of the CEO, CSTB shall immediately return all unexpended funds to the CEO; and (iii) the CEO shall have the right to access and collect all unexpended funds in any and all CSTB bank accounts, and

CSTB shall promptly execute all documents necessary to ensure that CEO has such access to CSTB bank accounts.

- 15.6 The CEO shall attempt to amicably resolve any dispute or disagreement with CSTB prior to CEO's exercise of any of the termination rights provided in this Article.

ARTICLE XVI
ACCESS TO RECORDS

- 16.1 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 CSTB has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that CSTB is acting on behalf of the CEO as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the CSTB. As stated below, CSTB may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law.

- 16.2 IF CSTB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSTB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

- (a) 813-273-3684
- (b) kimballl@hillsboroughcounty.org
- (c) Lindsey Kimball, Director, Economic Development Department, 601 E. Kennedy Blvd., 20th Floor, Tampa, Florida 33602

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

- (a) Keep and maintain public records required by the CEO to perform the services.
- (b) Upon request from the County's custodian of public records, provide 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.
- (c) 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 contract term and following completion of the Agreement if CSTB does not transfer the records to the CEO.
- (d) Upon completion of the Agreement, transfer at no cost to the CEO, all public records in possession of CSTB or keep and maintain public records required by the CEO to perform the service. If CSTB transfers all public records to the CEO upon completion of the Agreement, CSTB shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If CSTB keeps and maintains public records upon completion of the Agreement, CSTB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CEO, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the CEO.

- 16.4 Failure of CSTB 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 Agreement by the CEO.

ARTICLE XVII

NOTICES

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

If to the LWDB and CSTB:

Tampa Bay Workforce Alliance, Inc.
d/b/a CareerSource Tampa Bay
4902 Eisenhower Blvd, Ste 250
Tampa, Florida 33634
Attention: John Flanagan, CEO

If to the CEO and the County:

Hillsborough County
Economic Development Department
601 E. Kennedy, 20th Floor
Tampa, Florida 33602
Attention: Lindsey Kimball, Director

- 17.2 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 XVII.

ARTICLE XVIII

ENTIRE AGREEMENT

- 18.1 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 parties, by and through the undersigned, have entered into this Agreement as of the date and year first written above.

ATTEST: Cindy Stuart, Clerk of Circuit Court

COUNTY: Hillsborough County, Florida

By: *Vivian O. Ditt*
Deputy Clerk

By: *Patricia Kemp*
Patricia Kemp, Chair Board of County Commissioners

Date: 6/3/2021



ATTEST: For the ORGANIZATION

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

(Two Witnesses Required)

By: *Courtney Chesnier*

By: *B. H.*

Print Name: *Courtney Chesnier*

Print Name: *Benjamin Horn*
Authorized Representative

By: *Luna Clarke*

Print Name: *Luna Clarke*

Approved as to Form and Legal Sufficiency:

By: *Katherine M. Benson*
Assistant County Attorney

Dept.	Approval	Date
Procurement	<u>N/A</u>	<u>N/A</u>
Legal	<u>KMB</u>	<u>6/1/21</u>

BOCC Document Number: 21-0594

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF FLORIDA

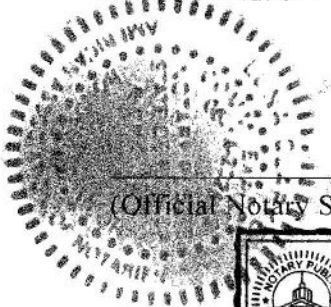
COUNTY OF Hillsborough

On this 21st day of May, 2021, before me the undersigned authority, personally appeared Benjamin Horn, to me known to be the individual
(Name)

described in and who executed the foregoing instrument as Board Chairman of Career Source Tampa Bay,
(Title) (Organization Name)

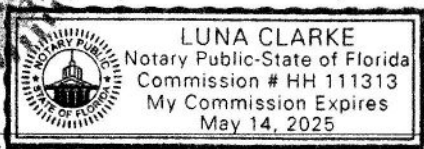
a Florida corporation, and who severally and duly acknowledged the
(State)

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 _____ as identification.
(Type of Identification)



Luna Clarke

(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.)

HH 111313
(Commission Number)

May 14, 2025
(Commission Expiration Date)

EXHIBIT "A"
LEGAL SERVICES AGREEMENT

1. **PURPOSE AND SCOPE OF SERVICE:** The COUNTY ATTORNEY shall provide the legal services set forth in "Scope of Services" outlined below for CSTB.

Scope of Services

- a. Serve as General Counsel to CSTB;
- b. Provide legal advice to the Board of Directors of CSTB;
- c. Recommend special counsel legal services when necessary or appropriate;
- d. Attend CSTB meetings as requested, including meetings of the Board of Directors and other meetings on behalf of CSTB as requested;
- e. Develop for consideration and approval by the Board of Directors, and then assist in carrying out policies, procedures, rules, agreements, and contracts for the general governance of CSTB;
- f. Provide legal advice regarding complying with all applicable federal and state laws, rules and regulations;
- g. Assist with the development and presentation of CSTB's legislative proposals and provide legal assistance in responding to legislative inquiries and requests for information;
- h. Provide legal services and representation for procurement of goods and services; and
- i. Perform other legal services as requested by CSTB.

2. **EFFECTIVENESS AND DURATION:**

- 2.1 This Legal Services Agreement may be terminated by either CSTB or the COUNTY ATTORNEY upon thirty (30) days written notice to the other party. In the event this Agreement is terminated by CSTB, the COUNTY shall be entitled to payment of compensation and authorized expenses owing to the COUNTY for services to the date of termination.
- 2.2 Termination of this Agreement shall be without prejudice to any other right or remedy available to the parties and to any obligation which shall have accrued prior to termination.

3. **PROVISION OF LEGAL SERVICES:** The COUNTY ATTORNEY shall provide legal services to CSTB as follows:

- 3.1 The COUNTY ATTORNEY will report to and carry out assignments respecting legal matters identified in the Scope of Services as authorized and requested by the Board of Directors of CSTB, or by the Executive Director under authority delegated by the Board of Directors.
- 3.2 The COUNTY ATTORNEY shall identify for CSTB the Assistant County Attorney(s) assigned to handle CSTB matters. To the extent possible, and in order to ensure continuity in the provision of legal services, the COUNTY will designate a specific Assistant County Attorney that will be primarily responsible for attending CSTB meetings.

4. **COMPENSATION:** CSTB shall pay the COUNTY for legal services performed hereunder at the hourly rate of \$118.57 for attorneys and a rate of \$50.82 for paralegals. In addition, CSTB shall reimburse the COUNTY for all reasonable costs and expenses in accordance with Chapter 112, Florida Statutes.
5. **BILLING:** The COUNTY shall present quarterly invoices to CSTB for legal services provided by, and for reimbursement of actual costs and expenses incurred by, the COUNTY ATTORNEY. Invoices shall be clearly designated as to the assignments being performed. The COUNTY shall be responsible for sending the invoices with supporting documentation to CSTB at the address designated in writing by CSTB.
6. **RELATIONSHIP OF THE PARTIES:** The performance by the COUNTY ATTORNEY of the legal services specified herein shall be as an independent contractor and the COUNTY and its personnel shall not be considered employees of CSTB for any purpose. The COUNTY shall comply with all federal, state, regional and local laws, regulations and ordinances required of attorneys performing the legal services contemplated under this Agreement.
7. **CONFIDENTIALITY AND CONFLICT OF INTEREST:**
 - 7.1 The COUNTY ATTORNEY shall be bound and shall follow the Rules of Professional Conduct for resolving all questions of confidentiality, conflicts of interest, and the COUNTY ATTORNEY'S relationship to CSTB, subject to all applicable statutes and regulations including public records laws and the "sunshine provision" of WIOA and State legislation.
 - 7.2 The parties acknowledge that the COUNTY ATTORNEY will represent both CSTB and the COUNTY. If the COUNTY ATTORNEY determines that an actual or apparent conflict of interest is presented by the continued representation of both CSTB and the COUNTY in any particular matter, the COUNTY ATTORNEY shall fully disclose the possible effect of continued representation of both CSTB and the COUNTY.
8. **NOTICES:** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by U.S. Mail to CSTB through its Executive Director at its official headquarters location, and to the County through the COUNTY ATTORNEY.
9. **AMENDMENTS:** This Agreement may be amended or modified by mutual agreement of both parties. No amendment or modification shall be valid unless in writing and executed by both parties.
10. **FLORIDA LAW:** The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.
11. **ASSIGNMENT:** The COUNTY shall not assign this Agreement, in whole or in part.
12. **VENUE:** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement.

EXHIBIT "B"
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 Section D 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 B(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 Aggregate	\$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:

Bodily Injury and Property Damages - Each Occurrence	\$1,000,000.00
Damages to Rented Premises - Each Occurrence	\$50,000.00
Medical Expenses - Any One Person	\$5,000.00
Personal and Advertising Injury - Each Occurrence	\$1,000,000.00
Products/Completed Operations - Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00

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:

<u>Bodily Injury & Property Damage Liability:</u>	
Combined Single Limit Each Accident	N/A

4. Professional Liability/Errors and Omissions Insurance is required and shall include libel and slander:

Minimum	\$1,000,000.00
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5. Cyber Liability Insurance is required:

Minimum	\$1,000,000.00
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- C. 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 B(5) 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.
- D. 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" as an Additional Insured, and this must be indicated on the insurance certificate.**

EXHIBIT “C”
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 NAME: Tampa Bay Workforce Alliance, Inc., d/b/a/ CareerSource Tampa Bay

PROGRAM NAME: _____

AGENCY CIVIL RIGHTS STATUS

All responding AGENCYs are 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).
2. Workforce Analysis by race/sex and EEO category.
3. If the AGENCY receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the AGENCY receptive to on-site reviews?
6. Does the AGENCY have a procedure for resolving discrimination complaints?
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?
8. Does the AGENCY 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 AGENCY'S Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past twelve (12) months).

*A written Affirmative Action Plan or Program is required if the AGENCY has fifteen (15) or more employees. If the AGENCY has fewer than fifteen (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 Hillsborough County Board of County Commissioners 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 Hillsborough County 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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EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

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

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												
TOTALS:												

***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 "C" (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: _____

By: _____

Signature of Authorized Agency Representative

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Date Signed: _____