



December 9, 2024 - 10:00 A.M.

Hybrid Meeting – EpiCenter

13805 58th St. N.

Room 1-451 & 1-453

Clearwater, FL 33760

Zoom

*Join via Zoom – Meeting ID: 338 034 9468

[Zoom Link](#)

*Dial In via Phone – Meeting ID: 338 034 9468

Phone: +1 646-558-8656

Hillsborough/Pinellas Workforce Development Consortium Agenda

I. Call to Order, Welcome, Roll Call & Remarks

II. Pledge of Allegiance Page 1

III. Public Comment

Members of the public may raise their virtual hand during the Public Comment portion of the meeting. Members of the public who do so will be acknowledged by the Chair and provided up to three minutes to make public comment.

IV. Action/Discussion Items

1. Approval of minutes from October 3, 2024 Hills./Pin. Workforce Consortium Mtg Page 2
2. Selection of Consortium Chair & Vice Chair Page 7
3. Approval of CareerSource Hillsborough Pinellas BOD’s Recommendation for CEO Page 8
4. Appointment of LWDB Member Page 22
Brian Nathan – Hillsborough County Workforce Sector Representative


V. Future Action/Discussion Items

1. Approval of Updated By-Laws
2. Approval of the FY’2026 Planning Budget (June)

VI. Adjournment

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Pledge of Allegiance



**Hillsborough
County Florida**



ACTION ITEM 1

Approval of Minutes

The draft minutes from the October 3, 2024, Consortium meeting have been prepared and are enclosed for review and approval.

RECOMMENDATION

Approval of the draft minutes, to include any amendments necessary.



Hillsborough / Pinellas Workforce Development Consortium Minutes

CareerSource Hillsborough Pinellas
10/3/2024 1:00 PM EDT

Attendance

Present:

Members: Commissioner Rene Flowers, Commissioner Latvala (remote), Commissioner Myers, Commissioner Wostal

Others in Attendance

- **CareerSource Hillsborough Pinellas staff:** Jason Druding (remote), Leah Geis (remote), Barry Martin (remote), Michelle Moeller (remote), Anna Munro, Michelle Schultz (remote), Tammy Stahlgren, Doug Tobin (remote), Sheila Doyle
- **Hillsborough County Government:** Ken Jones (remote), Jonathan Wolf
- **Hillsborough County Attorney:** Katherine Benson
- **Pinellas County Government:** Dr. Cynthia Johnson (remote)
- **Pinellas County Legislative Aide:** Tyler Bonneau (remote)
- **Pinellas County Attorney:** Cody Ward
- **CSHP Board Member:** Gary Hartfield
- **Florida Commerce:** Tameka Austin - (remote)

I. Call to Order, Welcome, Roll Call, and Remarks

Chair, Gwendolyn Myers, called the meeting to order at 1:00 p.m. There was a quorum present.

II. Pledge of Allegiance

III. Public Comments

There were none.

IV. Consent Agenda

A. Approval of Minutes

1. May 28, 2024, Hillsborough Pinellas Workforce Consortium Special Meeting
2. June 4, 2024, Hillsborough Pinellas Workforce Consortium Meeting

3. June 20, 2024, Hillsborough Pinellas Workforce Consortium Special Meeting
4. August 2, 2024, Hillsborough Pinellas Workforce Consortium Special Meeting

Motion:

To approve the consent agenda as presented.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried

V. Action Items

- A. Approval of Grantee-Subgrantee Agreement

Motion:

To approve the Florida Department of Commerce Grantee Sub-Grantee Agreement for the period July 1, 2024, through June 30, 2027.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

- B. Approval of Required Partner MOU's/IFA's

Motion:

To approve to execute MOU and IFA agreements with applicable Required Partners for the period July 1, 2024, through June 30, 2027.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

- C. Approval of 2025-2028 Regional and Local WIOA Workforce Services Plan

Motion:

To approve the 2025-2028 Regional and Local Workforce Services Plan.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

- D. Approval of Request to Waive Individual Training Account (ITA) Expenditure Requirement

Motion:

To approve the CareerSource Hillsborough Pinellas ITA Waiver Request of a 35% waiver level for PY2024-2025.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

E. Approval of 2024-2025 Planning Budget Modification #1

Motion:

To approve the adjustment to the revenue budget and resultant modification to the expenditure budget.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

F. Appointment of LWDB Member

1. Don Noble – Hillsborough County Business Sector Representative

Motion:

To approve to appoint the candidate, Don Noble, to the Hillsborough Pinellas LWDB representing the Hillsborough County Business Sector for the remainder of the two-year term ending 6/30/2026.

Motion moved by Commissioner Flowers and motion seconded by Commissioner Wostal. Motion carried.

VI. Update / Informational Items

A. CEO Selection Process Update

Gary Hartfield, Chair of CareerSource Hillsborough Pinellas CEO Selection Committee, provided an update on the CEO Selection Process and discussed the involvement of the Board and Consortium. Legal clarified the Interlocal which established the Consortium sets forth the Board will have the power, in accordance with a process approved by the Consortium, to select and recommend a director, for approval by the Consortium.

Discussion ensued on the CEO Selection process to include 1st and 2nd round interviews conducted by CEO Selection Committee, finalist(s) selected by CEO Selection Committee presented to Board for approval, Board recommends finalist to the Consortium for final approval.

VII. Open Discussion

A. PY'2024 – 2025 Consortium Meeting Calendar

Next Consortium meeting is scheduled for December 9, 2024, at 10:00 am. The meeting will be held in Pinellas.

B. Hurricane Helene

Commissioner Flowers proposed hosting a dislocated worker event, citing business closures and unemployment due to a Hurricane Helene. The event would connect displaced workers and business owners with companies hiring immediately. Reports show Hillsborough and Pinellas counties have the most impacted businesses. CareerSource HP is developing a flyer and coordinating outreach.

VIII. Adjournment

Chair, Commissioner Gwen Myers adjourned at 1:57 p.m.

Minutes submitted by Tammy Stahlgren, Executive Administrative Assistant.

DRAFT



ACTION ITEM 2

Selection of Consortium Chair & Vice Chair

Background

As outlined in the Interlocal Agreement between Hillsborough County Board of County Commissioners and Pinellas County Board of County Commissioners (Article III, Consortium Members), the Consortium must elect from among its members by a simple majority vote, one (1) member to act as Chair of the Consortium and one (1) member to act as Vice Chair. The Chair and Vice Chair will serve for a one-year term. Members elected as Chair and Vice Chair may not be from the same County. The positions of Chair and Vice Chair must alternate between the County of representation every one-year term. If Consortium members are unable to elect a Chair by a simple majority vote, then a Chair must be elected by a coin toss.

The Chair of the Consortium will have authority to sign documents on behalf of the combined County Chief Local Elected Official ("CLEO") for the Local Area. The Chair will review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state and local laws and within the terms and conditions of this Agreement.

Information

On December 5, 2023, Hillsborough County Commissioner Gwen Myers was elected Chair of the Consortium and Pinellas County Commissioner Renee Flowers was elected Vice Chair respectively for one-year terms. As such, the newly elected Chair must be selected from the Pinellas County BOCC members currently serving on the Consortium, and the Vice Chair must be selected from the Hillsborough County BOCC members currently serving on the Consortium for one-year terms.

RECOMMENDATION

Conduct a nomination and selection process among Consortium members to elect one (1) Consortium member from the Pinellas County BOCC to act as Chair of the Consortium and one (1) Consortium member from the Hillsborough County BOCC to act as Vice Chair. The one-year terms for the members elected as Chair and Vice Chair will be effective immediately and the member elected as Chair will Chair the remainder of the December 9, 2024 meeting.



Hillsborough
County Florida



CareerSource
HILLSBOROUGH PINELLAS



ACTION ITEM 3

Selection of Chief Executive Officer

Background

Consortium

The Consortium must approve a LWDB process to select the Director and subsequently approve the selection as recommended by the LWDB [Interlocal Agreement Section 4.6].

Board of Directors

The LWDB shall have the power, in accordance with a process approved by the Consortium, to select and recommend a Director. The Director shall be a contract employee of the LWDB and shall report to the LWDB [Interlocal Agreement Section 5.3]. The Board shall have the power to select and recommend a Director subject to final approval by the Consortium. The Director shall be responsible to hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantees providing services under the guidance of Corporation and acting in partnership with the Consortium as provided herein.

The Board shall ensure the individual designated as the Director has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in effectively and ethically carrying out the functions of the Board which include, but are not limited to:

- A. Coordinating with the Consortium regarding the identification and nomination of members to the Board and ensuring membership is compliant with WIOA and Florida Statutes;
- B. Organizing Board meetings and ensuring meetings are held according to the Board's bylaws and Florida's Government-in-the-Sunshine Act;
- C. Developing and submitting the Local and Regional Plan;
- D. Conducting oversight of the WIOA adult, dislocated worker, youth programs and the entire one-stop delivery system, including development of policies and monitoring the administration of the programs;
- E. Negotiating and reaching agreement on local performance measures with the Consortium and FloridaCommerce;
- F. Ensuring the outcomes of local performance measures are provided to the Board members and Consortium no less than semi-annually.



ACTION ITEM 3 (cont.)

Selection of Chief Executive Officer

- G. Negotiating with Consortium and required partners for the Memorandum of Understanding (as prescribed in Administrative Policy 106 - Memorandums of Understanding and Infrastructure Funding Agreements);
- H. In compliance with local board procurement policy, providing oversight of the competitive procurement process for procuring or awarding contracts for providers of youth program services, providers of workforce services (if applicable), and the one-stop operator as required in paragraph (i) of 20 CFR 679.370;
- I. Developing a budget for activities of the Board;
- J. Certifying the one-stop career centers. One-stop certification requirements may be found in Administrative Policy 93 – One-Stop Career Center Certification Requirements; and
- K. Providing copies of all monitoring and audit reports and related materials to the Board members, Board Chair, and Consortium within five (5) business days of receipt.

[By-Laws Section 4.4].

8/3/24 Meeting - Consortium approved the process to select the Director to include (1) CEO Selection Process Project Plan (2) Continue with Newland Contract and (3) Appoint certain CSHP staff as committee point of contact.



ACTION ITEM 3 (cont.) Selection of Chief Executive Officer

Information

CEO Selection Process Project Plan

Tasks	Task Description	Dates	
1	Meet with Stakeholders to discuss current processes, set clear communication goals.	8/5/24	8/9/24
2	Sourcing, interviewing and vetting of CEO candidates	8/5/24	8/9/24
3	Submit initial slate of candidates to Search Committee, coordinate interview schedule	9/13/24	
	Discuss (1) Initial slate of candidates and (2) Potential interview time slots	9/18/24	
4	Continue sourcing of CEO candidates, nurture current slate		
5	Initial interview of candidates	10/4/24, 10/18/24	
6	Debrief with Search Committee on interviews, schedule 2 nd round of interviews	Candidate debrief on 10/18/24	
7	2 nd round CEO candidate interviews and selection of finalists	11/6/24	
8	Reach out to finalists, assisting with offers and negotiation	11/6/24 to present	
9	CSHP Board of Director's voted unanimously to appoint Kunkel to the position of Director of CSHP.	11/21/2024	

Following completion of the process described above, the CSHP Board of Director's recommends the appointment of Keidrian Kunkel to the position of Director (a/k/a Chief Executive Officer or CEO) of CareerSource Hillsborough Pinellas (CSHP). Factors considered in selecting Kunkel include but are not limited to:

- Ability to navigate CSHP in the present and in the future
- Ability to work with the Board and Stakeholders, establish rapport, etcetera.
- Ability to get staff engaged and make a change
- Ability to impact and integrate different cultures
- Ability to do the job, motivated, and get along with others

The action before the Consortium is to consider the CSHP Board of Director's recommendation to select Kunkel as the CEO of CSHP subject to the final approval of the Consortium. Kunkel must be a contract employee.

RECOMMENDATION

Select Keidrian Kunkel as the CEO of CareerSource Hillsborough Pinellas. Upon final approval by the Consortium, authorize the Board Chair to execute Kunkel's proposed employment agreement on behalf of CSHP.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective as of January 9, 2025 ("**Effective Date**"), by and between **Tampa Bay Workforce Alliance, Inc. D/B/A CareerSource Hillsborough Pinellas**, a Florida not-for-profit corporation, located at 4350 West Cypress Street, Suite 875, Tampa, Florida 33607 ("**Employer**"), and Keidrian Kunkel ("**Employee**").

RECITALS

WHEREAS, Employer is a 501(c)(3) non-profit organization that has requested and received certification from CareerSource Florida, which serves as the State of Florida Workforce Development Board, as the Region 28 Workforce Development Board; and

WHEREAS, Employer has been appointed and designated by the Consortium (the group of elected officials appointed by the respective Hillsborough County and Pinellas County Boards of County Commissioners) to act as the Workforce Development Board in such region under the provisions of the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes; and

WHEREAS, the Employer desires to employ the Employee as its Chief Executive Officer and the Employee desires to be employed by the Employer in this capacity and devote her full time and efforts to the business and affairs of the Employer, as described herein, all pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment**. Effective as of the Effective Date, the Employer shall employ Employee, and Employee shall accept such employment and perform services for the Employer, upon the terms and conditions set forth in this Agreement.

2. **Term of Agreement**. Unless terminated at an earlier date in accordance with this Agreement, the term of this Agreement shall be for the period commencing on the Effective Date, and ending January 8, 2028 (the "**Term**"). The Term may be extended beyond the period set forth in this Section as mutually agreed upon in writing by the Employer and Employee. The Employer shall provide Employee with written notice at least 60 days prior to the expiration of the Term (the "**Notice Date**") if the Employer has made a decision as of the Notice Date to initiate a formal search to replace Employee in her capacity as Chief Executive Officer of the Employer at the end of the Term.

3. **Position and Duties.**

(a) **Employment with the Employer.** During the Term, Employee shall be responsible to hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantees providing services under the guidance of the Board of Directors and acting in partnership with the Consortium as provided in the Employer's By-Laws and perform such duties and responsibilities as the Employer shall assign to her from time to time consistent with her position and the Employer's By-Laws. Employee's title shall be Chief Executive Officer. Employee will report to the Board of Directors of the Employer ("**Board of Directors**").

(b) **Performance of Duties and Responsibilities.** Employee shall serve the Employer faithfully and to the best of her ability and shall devote her full working time, attention and efforts to the business of the Employer during her employment with the Employer. Employee hereby represents and confirms that she is under no contractual or legal commitments that would prevent her from fulfilling her duties and responsibilities as set forth in this Agreement. During her employment with the Employer, Employee may participate in charitable activities and personal investment activities to a reasonable extent, so long as such activities do not interfere with the performance of her duties and responsibilities hereunder.

4. **Compensation.** As her compensation for all services rendered to the Employer during the Term, the Employee shall receive the compensation provided for in this Section, subject to withholding and other applicable employment taxes.

(a) **Base Salary.** The Employee's annual base salary shall be \$230,000.00.

(b) **PTO.** The Employee shall be granted six weeks of Paid Time Off ("PTO") upon the Effective Date of this Agreement. This PTO is subject to the same policies applicable to other employees of the Employer in terms of usage, carryover, and payout.

(c) **Other Benefits.** During the Term, Employee shall be entitled to participate in all employee benefit plans and programs of the Employer to the extent that Employee meets the eligibility requirements for each individual plan or program. The Employer provides no assurance as to the adoption or continuation of any particular employee benefit plan or program, and Employee's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(d) **Expenses.** During the Term, the Employer shall reimburse Employee for all reasonable and necessary out-of-pocket business and travel expenses incurred by her in the performance of her duties and responsibilities hereunder, subject to the Employer's normal policies and procedures for expense verification, documentation, and any limits provided in Florida Statute Sections 445.007(10) and 112.061.

(e) **Review.** The Board of Directors shall conduct regular performance reviews, at a minimum annually, for the Employee. Performance reviews must, at a minimum, include

local area performance in the federal and state programs administered by the Board of Directors, and state-issued letter grades. Additionally, performance reviews must evaluate the Employee's effectiveness in ensuring workforce investment activities carried out in the local area enable the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA Section 106(e)(2). The performance review must be provided to and reviewed by the Consortium.

5. Termination of Employment.

(a) Employee's employment with the Employer shall terminate immediately upon:

(i) Employee's receipt of written notice from the Employer of the termination of her employment, which notice shall specify the date on which Employee's employment shall terminate;

(ii) Employee's abandonment of her employment or her resignation with or without Good Reason (as defined below);

(iii) Expiration of the Term;

(iv) Employee's Disability (as defined below); or

(v) Employee's death.

(b) The date upon which Employee's termination of employment with the Employer occurs shall be the "**Termination Date**".

6. Payments Upon Termination of Employment.

(a) If Employee's employment with the Employer is terminated prior to the expiration of the Term, by the Employee with Good Reason or by the Employer not for Cause (as defined below), the Employer shall pay in one lump sum to Employee as severance pay an amount equal to 20 weeks of her current base salary.

(b) If Employee's employment with the Employer is terminated by reason of:

(i) Cause (as defined below),

(ii) Employee's abandonment of her employment or Employee's resignation without Good Reason,

(iii) Employee's Disability (as defined below), or

(iv) Employee's death,

the Employer shall pay to Employee or her beneficiary or her estate, as the case may be, her accrued, but unpaid, base salary through the Termination Date, whereafter no further base salary shall accrue, nor shall any severance pay be paid.

(c) **"Cause"** hereunder shall mean:

(i) the commission of any act or failure to act by Employee that involves moral turpitude, dishonesty, theft, destruction of property, fraud, embezzlement or unethical business conduct, or that is otherwise injurious to the Employer or any of its affiliates, whether financially or otherwise, or intended to result in gain or personal enrichment of Employee at the expense of the Employer or any of its affiliates;

(ii) unlawful conduct or gross misconduct that, in either event, is injurious to the Employer;

(iii) the conviction of Employee of a felony or the conviction of Employee of a misdemeanor which involves moral turpitude, or the entry by Employee of a plea of guilty or nolo contendere with respect to any of the foregoing;

(iv) failure of Employee to perform her duties and responsibilities hereunder or to satisfy her obligations as an officer or employee of the Employer, which failure has not been cured by Employee within five (5) business days after written notice thereof to Employee from the Employer;

(v) material breach of any terms and conditions of this Agreement by Employee not caused by the Employer or any other contract or agreement between the Employer (or any of its affiliates) and Employee, which breach has not been cured by Employee within three (3) business days after written notice thereof to Employee from the Employer; or

(vi) "misconduct", as that term is defined by Florida Statute Section 443.036(29).

In each case, with respect to subsections (i) through (vi), as determined in good faith by the Board of Directors in the exercise of its reasonable business judgment.

(d) **"Disability"** hereunder shall mean the inability of Employee to perform on a full-time basis the duties and responsibilities of her employment with the Employer by reason of her illness or other physical or mental impairment or condition, if such inability continues permanently or indefinitely.

(e) **"Good Reason"** hereunder shall mean the occurrence of the following without Employee's prior written consent: (i) the assignment to Employee of any duties or responsibilities which result in the material diminution of Employee's then current position or

(ii) relocation of Employee to an office greater than 50 miles from her current principal location of employment. Notwithstanding the foregoing, any actions taken by the Employer to accommodate a Disability of Employee or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement.

(f) In the event of termination of Employee's employment, the sole obligation of the Employer shall be its obligation to make the payments called for by Section 6(a) or 6(b) hereof, and the Employer shall have no other obligation to Employee or to her beneficiary or her estate, except as otherwise provided by law, under the terms of any other applicable agreement between Employee and the Employer or under the terms of any employee benefit plans or programs then maintained by the Employer in which Employee participates.

(g) Notwithstanding the foregoing provisions of this Section 6, the Employer shall not be obligated to make any payments to Employee under Section 6(a) hereof unless Employee shall have signed a release of claims in favor of the Employer in a form to be prescribed by the Board of Directors and all applicable consideration periods and rescission periods provided by law shall have expired.

(h) Notwithstanding any provisions within this Agreement, any severance pay provided to Employee by Employer may not exceed an amount greater than 20 weeks of compensation.

(i) Notwithstanding any provisions within this Agreement, the Consortium shall have the authority to direct the Board of Directors to suspend, with or without pay, or remove the Employee for Cause.

7. **Non-disparagement.** During the Term and thereafter, Employee shall refrain from making any statements to any person or organization (including without limitation members of the press and media) and other members of the public, which would disparage the Employer, its officers, managers, members or affiliates. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, deposition in connection with such proceedings), by enforcing her rights under this Agreement, or by producing records in compliance with Chapter 119, Florida Statutes, or in response to a subpoena, court order, or governmental authority. During the Term and thereafter, Employer shall refrain from making any statements to any person or organization (including without limitation members of the press and media) and other members of the public, which would disparage the Employee. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, deposition in connection with such proceedings), by enforcing its rights under this Agreement, including without limitation, its rights to terminate Employee for Cause, or by producing records in compliance with Chapter 119, Florida Statutes, or in response to a subpoena, court order, or governmental authority.

8. **Consent to Enforcement by Successor, Assignee or Third Party Beneficiary.**

(a) The Employee acknowledges that the Employer's rights pursuant to this Agreement (including without limitation the rights set forth in Sections 7, 9 and 10) may be assigned by the Employer to a successor or assignee, whether by merger, stock sale, asset sale, or like corporate event, and recognizes that the restrictions imposed herein may be enforced by such successor or assignee or by any third party beneficiary.

(b) This Agreement and all rights of the Employee hereunder shall inure to the benefit of and be enforceable by the Employee's personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees.

9. **Non-Disclosure.** The following provisions shall survive expiration of the Term and any termination of this Agreement.

(a) **Confidentiality.** In carrying out the terms of this Agreement, Employer may disclose to Employee certain confidential, proprietary and trade secret information (the "**Confidential Information**"). Employee shall protect and keep confidential any and all Confidential Information and shall not use, disclose, or allow any third-party access to any such Confidential Information, except to the extent contemplated by this Agreement. Employee shall use her best efforts to ensure that only employees of Employer, if applicable, and third parties whose duties give them a need to know such Confidential Information, shall have access thereto. All such persons and entities shall be instructed to treat the same as proprietary and confidential and the receiving party shall take such other measures to protect the confidentiality of such Confidential Information as it deems reasonable under the circumstances. Notwithstanding the foregoing, Employee shall not be liable to Employer with regard to any disclosure of Confidential Information of Employer which (i) was known to Employee, without restriction, at the time of disclosure, (ii) is disclosed with the prior written approval of Employer, (iii) was independently developed by Employee, without any use of the Confidential Information, or (iv) becomes known to Employee, without restriction, from a source who obtained such information other than through the breach of this Agreement by Employee and not otherwise in violation of Employer's rights.

(b) **Delivery of Property and Documents.** Upon termination or expiration of this Agreement, Employee shall deliver to Employer all property and documents in her possession necessary or relating to the operation of Employer.

(c) **Permitted Disclosures.**

(i) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Employee shall promptly provide written notice of any such order to the Board of Directors. Nothing in this Agreement prohibits or restricts the Employee (or

Employee's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority.

(ii) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Employee from exercising protected rights, or otherwise disclosing information as permitted by law.

(d) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(i) The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If the Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Employee may disclose the Employer's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

10. **Proprietary Rights.**

(a) Work Product. The Employee acknowledges and agrees that all right, title and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Employee individually or jointly with others during the period of her employment by the Employer and relate in any way to the business or contemplated business, products, activities, research or development of the Employer or result from any work performed by the Employee for the Employer (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same) all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to U.S. and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and

including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Employer.

(b) Assignment of Rights. With respect to Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others) during the course of the Employee's relationship with the Employer; and with respect to all Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others), within twenty four (24) months after termination of the Employee's relationship with the Employer:

(i) The Employee hereby assigns and agrees to assign to the Employer all of the Employee's rights in the Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof,

(ii) The Employee shall, during the period of her relationship with the Employer and at all times thereafter, promptly upon request by the Employer (without any charge to the Employee, at the sole expense of the Employer), execute, acknowledge and deliver to the Employer such written instruments and perform such other lawful acts as may be necessary, in the opinion of the Employer or its counsel, to obtain, maintain and enforce Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof and to vest the entire right, title and interest thereto in the Employer;

(iii) The Employee represents that he has no right, title or interest in or to any Work Product or Intellectual Property Rights, which has been made, conceived or reduced to practice by the Employee (either solely or jointly with others) prior to the commencement of the Employee's relationship with the Employer.

(c) Further Assurances. To the extent the Employer deems necessary or desirable to effect the intent of the assignment, transfers and set-overs provided for in Section 10(b), the Employee and her heirs, assigns and representatives shall, at the expense of the Employer (but without compensation), assist the Employer or its nominee to obtain patents, copyrights, trademarks and trade names or similar rights or protection (including any renewals or continuation thereof) for any and all Work Product and Intellectual Property Rights in any country or countries throughout the world. The Employee and her heirs, assigns and representatives shall execute and deliver any and all applications, assignments or other instruments necessary or desirable to secure United States or foreign patents, copyrights, trademarks and trade names or similar rights or protection (including any renewals or contributions thereof), and to transfer to the Employer upon request, any and all right, title or interest in and to any and all such Work Product and Intellectual Property Rights. The Employee and her heirs, assigns and representatives shall give to the Employer, upon request, any and all facts known to her or them reflecting such Work Product and Intellectual Property Rights with

respect to any of the foregoing, including without limitation any and all formulas, processes, sketches, drawings, models and figures.

11. **Notice.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) one (1) day after sent by reputable overnight express courier (charges prepaid), or (iii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addressed indicated below:

If to Employer: Chair, Board of Directors
CareerSource Hillsborough Pinellas
4350 West Cypress Street, Suite 875
Tampa, Florida 33607

If to Employee: Keidrian Kunkel
1437 Paloma Lane
Dunedin, FL 34698

(a) **Modification.** This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

(b) **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

(c) **Assignment.** The Employee shall not assign all or any portion of her rights, obligations, or duties under this Agreement to any third party without the prior written approval of the Employer. Any assignment in violation of this provision shall be void and of no force or effect.

(d) **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

(e) **Cost of Enforcement.** In the event either party is required to institute legal proceedings to enforce any term or provision of this Agreement, the prevailing party in such proceedings shall be entitled to be reimbursed for its reasonable attorneys' and legal assistants' fees and costs incurred in connection with such proceedings. For this purpose, the term "prevailing party" shall mean the party whose position is substantially sustained in the settlement or in the final judgment rendered in any litigation.

(f) Venue. For those matters or disputes of any nature arising out of, connected with, related or incidental to the Agreement, the parties hereto hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the State of Florida located in Hillsborough County, Florida and to the jurisdiction of the United States District Court for the Middle District of Florida for the purpose of bringing any action that may be brought in connection with the provisions hereof. The parties hereto hereby individually agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Service of process on either of the parties hereto with regard to any such action may be made by mailing the process to such party by regular or certified mail to the address of such person set forth herein or to any subsequent address to which notices shall be sent or in any other manner permitted by applicable law.

(g) Jury Trial Waiver. THE EMPLOYEE AND THE EMPLOYER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN THEM THAT ARISES AT ANY TIME OUT OF THIS AGREEMENT OR THE EMPLOYEE'S ASSOCIATION WITH THE EMPLOYER, WHETHER AT LAW OR IN EQUITY, WHETHER BASED ON A CLAIM OR COUNTERCLAIM ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR COUNTERCLAIM, AND INCLUDING WITHOUT LIMITATION CLAIMS UNDER TORT, CONTRACT, CORPORATE, AND EMPLOYMENT LAWS.

(h) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements related to Employee's employment with the Employer. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

(i) Counterparts. This Agreement may be executed in separate counterparts, whether by original signature or facsimile or electronic copy, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement as of the date first above written.

EMPLOYEE:

KEIDRIAN KUNKEL

TAMPA BAY WORKFORCE ALLIANCE,
INC. D/B/A CAREERSOURCE
HILLSBOROUGH PINELLAS

By: _____

Name: _____

Title: _____



ACTION ITEM 4

Appointment of LWDB Member

Background

As outlined in the Interlocal Agreement between Hillsborough County Board of County Commissioners and Pinellas County Board of County Commissioners, the Consortium must establish the Bylaws of the Hillsborough Pinellas Local Workforce Development Board (LWDB) to include the appointment process, composition, and roles and responsibilities of the LWDB (Article IV, Authorities and Responsibilities of the Consortium). The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the Consortium. Appointment of members to the LWDB will be by a simple majority vote of the Consortium.

Information

On September 16, 2024, Jim Junecko (Hillsborough County appointee in the Workforce category), resigned from the LWDB and this position remains vacant. Former CareerSource Tampa Bay Board member, Brian Nathan, has been identified as a candidate to fill this vacant position and serve the remainder of the unexpired one-year term ending 6/30/2025. Brian previously served on the CareerSource Tampa Bay Board as appointed by the Hillsborough County BOCC on October 18, 2023.

RECOMMENDATION

Appoint the candidate, Brian Nathan, to the Hillsborough Pinellas LWDB representing the Hillsborough County Workforce Sector for the remainder of the one-year term ending 6/30/2025, as recommended by staff.

CAREERSOURCE HILLSBOROUGH PINELLAS

CONSORTIUM MEETING – DECEMBER 9, 2024

(INDIVIDUAL VOTING REQUIRED)

COMMENTS	POSITION	NOMINEE	FLOWERS	LATVALA	MYERS	WOSTAL
One-Year Term ending 6/30/2025 Annual Financial Disclosure required.	Workforce Sector Hillsborough County	Brian Nathan, IBEW (Florida Gulf Coast Building & Construction Trades Council)				