



**MEMORANDUM OF UNDERSTANDING
TAMPA BAY WORKFORCE ALLIANCE, INC.
DBA CAREERSOURCE HILLSBOROUGH PINELLAS
AND
ENTERPRISING LATINAS, INC.
MOU # 2024-300-003**

I. PARTIES

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by **Enterprising Latinas, Inc.**, hereafter referred to as “Partner” and **Tampa Bay Workforce Alliance, Inc., doing business as CareerSource Hillsborough Pinellas**, hereafter referred to as “CSHP”.

II. PURPOSE

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Partner and the actions to be taken by each to assure the coordination of their efforts in an effective “One-Stop” delivery system.

This Agreement is intended to coordinate resources and ensure the effective and efficient delivery of workforce services in Hillsborough County. In addition, this agreement will establish joint processes and procedures that will enable the Partner and CSHP to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services to residents of Hillsborough County.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. CSHP’s responsibilities are to:

1. Provide CSHP staff co-located at the Partner office for one day per week, 8 hours per week or .20 full-time equivalent. The estimated value for the CSHP WIOA staff totals \$9,000. Travel reimbursements shall be subject to Section 112.061, Fla. Sta.
2. Conduct an overview of CSHP programs and services to partner staff.
3. Assist with providing partner enrolled candidates with assistance in completing a full registration in Employ Florida (EF).
4. Provide information on interest and aptitude assessments available to partner candidates.
5. Promote CSHP online services to job seekers including Career Edge, GCF Learn Free, Florida Ready to Work and Alison.
6. Conduct on-site assessments as needed and as requested by Partner.
7. Provide Job Shop Guide collateral materials in Spanish on a variety of job search and retention topics.

8. Provide individual career planning and guidance and educate candidates on the full array of CSHP programs and services.
9. Share information with Enterprising Latinas on CSHP programs and services, available WIOA program services, and upcoming In-House Recruitment events and Job Fairs.
10. Refer candidates to CSHP satellite offices for enhanced ongoing services.
11. Promote Referrals to WIOA basic career services and training services and process referrals from partner organization for potential enrollment into available WIOA program services.
12. Consider dual enrollments between partner organization and CSHP where appropriate.
13. Participate in partner organization staff and management meeting.
14. Abide by all policies, rules, and procedures to include Florida statutes, policies and local operating procedures.
15. Ensure timely data sharing with partner regarding performance outcome data for co-enrolled candidates.
16. Provide a variety of statistical reports to track the success of the partnership.
17. Participate in partner on-site events based on calendar of events schedule.
18. May conduct on-site CSHP Employability Skills Workshops at partner location based on identified need and available resources.
19. Review MOU annually and solicit feedback from the partner regarding improvements, changes and/or additions.

B. The Partner's responsibilities are to:

1. Provide co-location for CSHP staff at the Partner office for one day per week, 8 hours per week or .20 full-time equivalent.
2. Provide information and training to CSHP co-located staff on partner program eligibility criteria.
3. Provide access to laptop computers and training room for any group events that CSHP schedules on-site at partner location.
4. Promote Employ Florida (EF) and ensure all referred WIOA candidates are fully registered.
5. Promote CSHP programs and services and available WIOA program services.
6. Assist CSHP with outreach efforts by distributing CSHP collateral material to partner enrolled WIOA candidates and posting CSHP flyers in the partner office.
7. Schedule partner referrals for individual appointments to meet with co-located CSHP staff.
8. Respond timely to requests from CSHP management team.
9. Ensure timely data sharing with CSHP regarding performance outcome data for WIOA candidates.
10. Provide feedback to CSHP management regarding the performance of the partnership's effectiveness and the success of the partnership.
11. Invite CSHP co-located staff and management to participate in staff and management meetings.
12. Notify CSHP of any partner office closures or modified hours of operation.
13. Share a variety of statistical reports to track the success of the partnership.

C. Relationship of Parties

The services that CSHP and its employee render to Partner under this Agreement will be as an independent contractor with respect to Partner. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CSHP and Partner.

IV. FISCAL NON-FUNDING CLAUSE

This MOU is subject to funding availability. In the event funding to this MOU is reduced, unavailable, or are

subsequently determined not to be eligible to fund this MOU, including, but not limited to, federal or state funds, CSHP shall notify Partner of such occurrence, and CSHP may terminate this MOU, without penalty or expense to CSHP, upon no less than twenty-hours (24) hours written notice to Partner.

V. PROVISIONS REGARDING ACCESS TO RECORDS

Partner will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

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

Failure of Partner 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 MOU by CSHP.

VI. INDEMNIFICATION

To the extent not otherwise limited by applicable law, each party shall indemnify, hold harmless, and defend the other and its respective agents and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission, fraud, defalcation, or breach of any provision or covenant of this Agreement or applicable law by either party, 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 or benefits payable by or for any of the Indemnified Parties on account of any insurance limits, workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes, if applicable. These provisions shall survive the expiration or termination of this Agreement.

VII. TERM AND RENEWAL

This MOU shall commence and is effective November 25, 2024, and will remain in effect until June 30, 2025. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

VIII. AMENDMENTS

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

IX. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSHP and Partner and no third party is an intended beneficiary under this MOU.

XI. STEVENS AMENDMENT

When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

XII. GOVERNANCE

The accountability and responsibility for One-Stop Career Center System's organizational activity and accomplishments will rest with CareerSource Hillsborough Pinellas and the local Chief Elected Officials (CEOs), i.e. the Board of County Commissioners, Hillsborough County, Pinellas County. Pursuant to the Workforce Innovation Act (WIOA), Sec. 121(a)(3), the local Board in partnership with the CEOs shall conduct oversight with respect to the One-Stop delivery system.

XIII. SIGNATURES

The parties have executed this Agreement on the last date set forth below, by their respective signatures:

Enterprising Latinas, Inc.


Elizabeth Gutierrez (Nov 21, 2024 15:13 EST)

Elizabeth Gutierrez
CEO
11/21/2024

Date

**Tampa Bay Workforce Alliance, Inc.
DBA CareerSource Hillsborough Pinellas**


Sheila Doyle (Nov 22, 2024 05:53 EST)

Sheila Doyle
Co-Interim CEO & CFO
11/22/2024

Date