



**MEMORANDUM OF UNDERSTANDING  
TAMPA BAY WORKFORCE ALLIANCE, INC.  
DBA CAREERSOURCE TAMPA BAY  
AND  
TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORPORATION  
MOU # 2022-300-001**

**I. PARTIES**

This Memorandum of Understanding (“MOU”) is entered by **The Tampa Bay Economic Development Council**, hereafter referred to as the “EDC” and the **Tampa Bay Workforce Alliance, Inc. doing business as CareerSource Tampa Bay**, hereafter referred to as “CSTB.”

**II. PURPOSE**

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSTB and EDC 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. These resources will focus on retention and growth of existing Hillsborough County employers and outreach services available through EDC and CSTB.

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. EDC responsibilities:**

1. Collaboration with two (2) CSTB employer services coordinators, with the title of Business Development Manager at EDC (hereinafter referred to as “CSTB Business Development Manager” or collectively referred to as “CSTB Business Development Managers”).
  - a. Generate leads for CSTB business services department by marketing CSTB employer services to Hillsborough County employers and new businesses interested in relocating to Hillsborough County.
  - b. Introducing Hillsborough County businesses to Employ Florida, the state “system of record” for job posting(s).
  - c. Engage with EDC stakeholders to maintain up to date program details.
  - d. Build and maintain a target list of companies within specific industries.

- e. Plan and conduct business visits within target industries to generate job creating projects, opportunities for CSTB products and to support the needs of local business
  - f. Pro-active outreach to Hillsborough County Targeted industries that have significant potential to create and retain economic based jobs within the county.
  - g. Work closely with EDC public partners, manage the financial incentives process for eligible projects
  - h. Manage assigned Tampa Bay business expansions and recruitment projects from inception to completion. This will be accomplished through business visits, industry specific trade organizational meetings, community meetings, phone calls and face to face meetings
  - i. Assist in marketing programs and services to local, target industry business contacts to generate new expansion projects. This includes proactive outreach to decision makers, influencers, and prospect companies.
  - j. Serve as the EDC's knowledge expert on specific targeted industry sectors
  - k. Maintain accurate project status via Salesforce to allow for effective project management and measurement of organizational metrics to generate monthly reporting to CSTB/EDC.
  - l. Serve on strategic task forces and ad hoc committees, as needed
  - m. Manage and providing services to existing portfolio of existing businesses.
  - n. Market CareerSource Tampa Bay's programs and services to local businesses and meet metrics set by the CSTB/EDC MOU
  - o. Promote and facilitate the Work-based agreements as defined in Exhibit A. Scope of Services, section 3) CareerSource Work-based agreements.
2. EDC shall provide the services as described in Exhibit A - Scope of Services and reporting as described in Exhibit B – Program Performance Report, both of which are attached hereto and incorporated herein by reference.
  3. EDC shall submit parking reimbursements quarterly, within ten (10) business days following quarter-end.

**B. CSTB's responsibilities:**

1. CSTB will coordinate staff presence at the following EDC location, including recruitment, screening, interviewing, and ensuring employees are legally authorized to work in the United States:  
101 East Kennedy Blvd, Suite 1750, Tampa, FL, 33602
2. CSTB will serve as employer of record providing all aspects of hiring, firing, discipline, performance management, compensation (including payment and withholding of any payroll taxes), benefits, policies and training (including workplace safety, anti-harassment, anti-retaliation, anti-discrimination and related complaint policies and enforcement of same), mileage, cell phone and parking for two (2) CSTB Employer Services Coordinators with a six (6) month probationary period at an estimated annual value of \$195,000. Travel reimbursements shall be subject to Section 112.061, Fla. Sta.
3. CSTB will continually assess progress of partnership in the implementation of the integrated services by providing a monthly tracking report to EDC to include company referral follow-up and progress update. Report for the preceding month to be received on or before the first (1<sup>st</sup>) of the following month.

4. CSTB will inform EDC as grant funding is available and when fully allocated.
5. CSTB's Business Services Director or designee will provide value assessments regarding training and services offered by CSTB for all prospects that EDC is working on.
6. CSTB Business Development Managers will attend all CSTB Business Services staff meetings.

C. Relationship of Parties:

The services that CSTB and its employees render to EDC under this Agreement will be as an independent contractor with respect to EDC. 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 CSTB and EDC.

#### **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, CSTB shall notify EDC of such occurrence, and CSTB may terminate this MOU, without penalty or expense to CSTB, upon no less than twenty-hours (24) hours written notice to EDC.

#### **V. PROVISIONS REGARDING ACCESS TO RECORDS**

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

- i) Keep and maintain public records required by CSTB to perform the services.
- ii) Upon request from CSTB, provide CSTB 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 EDC does not transfer the records to CSTB.
- iv) Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service. If EDC transfers all public records to CSTB upon completion of the MOU, EDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EDC keeps and maintains public records upon completion of the Contract, EDC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

Failure of EDC 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 CSTB.

## **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. METHODS OF INTERNAL REFERRAL**

There are no internal referral procedures.

## **VIII. TERM**

This MOU is effective upon execution, as set forth in Section XIV. of this agreement and will remain in effect until June 30, 2023. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

## **IX. 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.

## **X. 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.

## **XI. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CSTB and **The Tampa Bay Economic Development Council** and no third party is an intended beneficiary under this MOU.

**XII. STEVENS AMENDMENT**

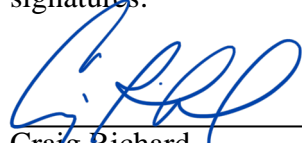
When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project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

**XIII. GOVERNANCE**

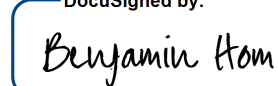
The accountability and responsibility for One-Stop Career Center System’s organizational activity and accomplishments will rest with CSTB and the local Chief Elected Officials (CEOs), i.e. the Board of County Commissioners, Hillsborough County. Pursuant to the *Workforce Innovation and Opportunity Act* (WIOA), Sec. 107 (d) (8), the local Board in partnership with the CEOs shall conduct oversight with respect to the One-Stop delivery system.

**XIV. SIGNATURES**

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

  
\_\_\_\_\_  
Craig Richard  
President and CEO  
**The Tampa Bay Economic Development Council**

6.2.22  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
5617A88A1552441...  
Benjamin Hom  
Board Chair  
**Tampa Bay WorkForce Alliance, Inc.**  
**DBA CareerSource Tampa Bay**

6/7/2022  
\_\_\_\_\_  
Date

## EXHIBIT A - SCOPE OF SERVICES

**PRIMARY GOAL:** To coordinate resources and ensure the effective and efficient delivery of services in Hillsborough County. These resources will focus on retention and growth of existing Hillsborough County employer and outreach services available through Tampa Hillsborough Economic Development Corporation (EDC).

EDC will provide the following deliverables:

### 1) **New Employers**

Services to be provided: Provide sixty (60) new employers in the industry sectors: Manufacturing, Trades, Information Technology, Life Sciences, Healthcare, Financial, Professional Services, Defense and Security, Finance & Insurance, Transportation, Logistics, and Hospitality & Tourism and Corporate Headquarters to be registered in EF by the Business Development Managers.

A “new employer” would constitute either, (a), a business that is pursuing the Tampa Bay regions as a new corporate location or relocation of present company (b) a business that has not registered or posted a job within the Employ Florida system, or (b), and employer who has not used Employer Florida to post an open position in the prior twelve (12) months or a new location for an existing Employ Florida user. **EDC to make formal introduction to CSTB designated Business Development Managers via email or documented face-to-face meeting.**

Unit of Service: A Unit of Service is defined as one (1) eligible new employer. EDC shall provide sixty (60) new employers by June 30, 2023.

### 2) **Employer Service Codes**

Services to be provided: Provide two hundred (200) employer service codes to be logged into Employ Florida in the industry sectors: Manufacturing, Trades, Information Technology, Life Sciences, Healthcare, Financial, Professional Services, Defense and Security, Finance & Insurance, Transportation, Logistics, and Hospitality & Tourism utilizing the activity codes included in Attachment A.

Unit of Service: A Unit of Service is defined as one (1) eligible employer service code. EDC shall provide two hundred (200) eligible employer service codes by June 30, 2023.

### 3) **CareerSource Work-Based Agreement**

Services to be provided: Provide a total of twenty (20) Incumbent Worker Training (IWT) Paid Work Experience (PWE) or On-The-Job Training (OJT), collectively referred to as Work-based agreements in the following industry sectors: Manufacturing, Trades, Information Technology, Life Sciences, Healthcare, Financial, Professional Services, Defense and Security, Finance & Insurance, Transportation, Logistics, and Hospitality & Tourism. Work-based Agreements must be directly related to the targeted industry clusters per the *CareerSource Tampa Bay’s approved list of targeted industries*. **EDC to make formal introduction to CSTB designated Business Development Managers via email or documented face-to-face meeting.**

Unit of Service: A Unit of Service is defined as one (1) Work-based agreement. EDC shall provide twenty (20) Work-based agreements by June 30, 2023.

EDC shall maintain the necessary back-up information to document the delivery of the services. A Program Performance Report as described in Exhibit B – Program Performance Report is to be emailed on or before the thirty (30<sup>th</sup>) of the month in which activity was conducted.

A Draft Final Program Performance Report is due forty-five (45) days before the end of the Term. A Final Program Performance Report is due within fourteen (14) days days after the end of the Term, summarize the results and outlining the accomplishments of the Program over the Term.

Business Development Managers shall provide Monthly and final Program Performance Reports to Vice President of Business and Community Development , Kay Jefferson at jeffersonkay@careersourcetb.com.

**EXHIBIT B - PROGRAM PERFORMANCE REPORT**

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF AGREEMENT COMPLETED \_\_\_\_\_%

I. ACCOMPLISHMENTS:

II. PROBLEMS:

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

<u>UNITS OF SERVICE PROVIDED</u>	<u>PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>TERM TO DATE</u>	<u>% OF GOAL COMPLETED</u>
Eligible New Employer	60	_____	_____	_____
Employer Service Codes	200	_____	_____	_____
Work-based Agreements	20	_____	_____	_____

IV. OTHER COMMENTS:

**SUPPORTING ATTACHMENTS:** Generate monthly metric reports to include; company name, respective program(s) of interest, work based agreements submission and approval dates, applicable job openings (related to job order) and timing for respective programs of interest.

A monthly Performance Report is to be emailed on or before the thirtieth (30<sup>th</sup>) of the month in which activity was conducted.

A Draft Final Program Performance Report is due within forty-five (45) days before the end of the Term. A Final Program Performance Report is due within fourteen (14) days after the end of the Term, summarize the results and outlining the accomplishments of the Program over the Term.

Business Development Managers shall provide Monthly and final Program Performance Reports to CSTB Vice President of Business and Community Development, Kay Jefferson at jeffersonkay@careersourcetb.com