

**MEMORANDUM OF UNDERSTANDING
CAREERSOURCE TAMPA BAY
ONE STOP CAREER CENTER SYSTEM
MOU # 2022-300-002
ENTERPRISING LATINAS, INC.**

I. PARTIES

This Memorandum of Understanding (“MOU”) is entered into between Tampa Bay Workforce Alliance, Inc., doing business as CareerSource Tampa Bay (CSTB), a Florida not-for-profit corporation, in its capacity as the administrative entity for Region 15 Workforce Board, and Enterprising Latinas hereafter referred to as “Partner”.

II. PURPOSE

The Workforce Innovation and Opportunity Act (WIOA) of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSTB 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 to prevent duplication 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 CSTB 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. CareerSource Tampa Bay’s responsibilities are to:

1. Provide CSTB staff co-located at the Partner office for one day per week, 8 hours per week or .20 full-time equivalent. The estimated annual value for the CSTB WIOA staff totals \$15,000. Travel reimbursements shall be subject to Section 112.061, Fla. Sta.
2. Conduct an overview of CSTB 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 CSTB online services to job seekers including Career Edge, GCF Learn Free, and Metrix Learning.
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 Educate candidates on the fully array of CSTB programs and services.
9. Share information with Enterprising Latinas on CSTB programs and services, WIOA programs services that are available and upcoming In-House Recruitment events and Job Fairs.
10. Refer candidates to CSTB 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 WIOA program services that are available.
12. Consider dual enrollments between partner organization and CSTB where appropriate.
13. Participate in partner organization staff and management meeting.
14. Abide by all policies, rules, 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 CSTB 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 CSTB 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 CSTB co-located staff on partner program eligibility criteria.
3. Provide access to laptop computers and training room for any group events that CSTB schedules on-site at partner location.
4. Promote Employ Florida (EF) and ensure all referred WIOA candidates are fully registered.
5. Promote CSTB programs and services and WIOA program services that are available.
6. Assist CSTB with outreach efforts by distributing CSTB collateral material to partner enrolled WIOA candidates and posting CSTB flyers in the partner office.
7. Schedule partner referrals for individual appointments to meet with CSTB staff co-located on-site.
8. Respond timely to requests from CSTB management team.
9. Ensure timely data sharing with CSTB regarding performance outcome data for WIOA candidates.
10. Provide feedback to CSTB management regarding the performance of the partnership's effectiveness and the success of the partnership.
11. Invite CSTB co-located staff and management to participate in staff and management meetings.
12. Notify CSTB of any partner office closures or modified hours of operation.
13. Share a variety of statistical reports to track the success of the partnership.

IV. NOTICES

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to CSTB: CareerSource Tampa Bay
4902 Eisenhower Blvd. Suite 250
Tampa, FL 33634
Attention: John Flanagan, President & CEO
Email: FlanaganJ@careersourcetb.com

If to Partner: Enterprising Latinas
5128 State Road 674
PO Box 1298
Wimauma, FL 33598
Attention: Elizabeth Gutierrez, CEO
Email: liz.gutierrez@enterprisinglatinass.org

or to such other address as a party may have specified in writing to the other party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

V. TERM AND RENEWAL

This agreement is effective upon execution, as set forth in **Section XV. Signatures** of this agreement and will cover the period from July 1, 2022 until June 30, 2023. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

VI. 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.

VII. 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.

VIII. 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 the Partner 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 the Partner.

IX. PROVISIONS REGARDING ACCESS TO RECORDS

The Partner 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, for a period of 5 years.

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 the Partner 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 the Partner transfers all public records to CSTB upon completion of the MOU, the Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Partner keeps and maintains public records upon completion of the Contract, the Partner 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 the 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 CSTB.

X. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

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. 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.

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

The accountability and responsibility for One-Stop Career Center System’s organizational activity and accomplishments will rest with CareerSource Tampa Bay and the local Chief Elected Officials (CEOs), i.e. the Board of County Commissioners, Hillsborough 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.

XV. SIGNATURES

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

DocuSigned by:
Elizabeth Gutierrez
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Elizabeth Gutierrez
CEO
Enterprising Latinas, Inc.

6/6/2022

Date

DocuSigned by:
Benjamin Hom
5617A88A1552441...

Benjamin Hom
Board Chair
Tampa Bay WorkForce Alliance, Inc.
DBA CareerSource Tampa Bay

6/10/2022

Date