Agreement 22-04 Between Suncoast Workforce Board, Inc. dba CareerSource Suncoast and Manatee Chamber Foundation

This Agreement is made and entered into by and between the Suncoast Workforce Board, Inc. dba CareerSource Suncoast, hereinafter referred to as "CSS", 1112 Manatee Ave. E, Bradenton, FL 34208 and Manatee Chamber Foundation, hereinafter referred to as "MCF", 222 10th Street West, Bradenton, FL 34205.

PURPOSE

The purpose of this agreement is to pay MCF for outreach & business services provided by MCF staff, primarily through a designated staff for workforce services dealing with recruitment, retention, and enhancement of the current workforce, benefiting employers of CSS in Manatee County and serving the purposes of the Workforce Innovation and Opportunity Act (CFDA #93.558, #17.258, #17.278, and #17.259). These services are allowable under the Training and Employment Guidance Letter One-Stop Operating Guidance for the Workforce Innovation and Opportunity Act 16-16, and shall be provided between July 1, 2022 and June 30, 2023.

SERVICES TO BE PROVIDED

Services to be provided by the MCF may include, but are not limited to, the following:

- 1. Building relationships with CSS staff to develop a thorough understanding of services available to both the employer community and job seekers with a focus to increase college and credential completion rates for Manatee County residents;
- 2. Working with CSS staff to establish and develop relationships and networks with large and small employers;
- 3. Develop and implement industry sector strategies that engage area employers in communicating career pathways for meeting their workforce investment needs including participation with REACH Manatee to increase college and credential completion rates;
- 4. Working closely with other identified college access network staff to coordinate any related employer bi-county efforts for the region involving Manatee & Sarasota Counties;
- 5. Coordinating with CSS regarding outreach through personal visits to employers, in print, through media, special events and through presentations to business and civic organizations;
- 6. Providing feedback and reports to the management of CSS regarding program services, including compliments, concerns or issues identified through work with employers; and
- 7. Establishing a dedicated MCCF representative to carry out the services described herein.

INVOICING AND COMPENSATION FOR SERVICES

Due to the dynamic nature of economic development, specific activities will vary in response to the economic climate, the needs of employers and the needs of the region's job seekers. This makes quantification of measurement and outcome difficult to assess. It is therefore agreed that an invoice stating services as outlined in the scope of work along with a signed activities report will be delivered to CSS as the invoice for payment. The invoice and supporting documentation shall be sent to accounting@careersourcesc.com no later than 10th of the month following each billing cycle. CSS will pay MCF for the above referenced services for an amount not to exceed \$20,000 annually. These payments will be made in 4 equal quarterly installments of \$5,000 each. Quarterly services will be invoiced for July-September, October–December, January-March, and April-June. April-June invoice is due to CSS no later than July 3, 2023 due to year end close out.

ASSURANCES AND CERTIFICATIONS

The Specific certifications that are to be completed are hereby incorporated into this agreement.

MCF shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

HOLD HARMLESS

MCF agrees to hold harmless, indemnify and defend CSS, its agents, servants and employees in their official and individual capacity from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from CSS, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

<u>TERM</u>

This Agreement shall be effective July 1, 2022 and shall remain in effect through June 30, 2023.

TERMINATION FOR DEFAULT/CONVENIENCE

- 1. Either party may request termination of this agreement upon 30 days prior written notice to the other party.
- 2. The Board may unilaterally terminate or modify this agreement, if for any reason or if either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this agreement is funded.
- 3. The Board may unilaterally terminate this agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
- 4. Written notification of termination must be by registered mail, return receipt requested.

NOTICE OF TERMINATION

Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter or electronic signature means to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective. Certified and other mail related to contractual obligations will be sent to the following parties:

 i) CareerSource Suncoast Joshua Matlock, President/CEO 3660 N. Washington Blvd. Sarasota, FL 34234 accounting@careersourcesc.com ii) Vendor: Manatee Chamber Foundation Contact: Jacki Dezelski
Address: 222 10th Street West
City, State, Zip: Bradenton, FL 34205
Email: JackiD@ManateeChamber.com

In the event this agreement is terminated for cause, Vendor shall be liable to CSS for damages sustained for any breach of this agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

<u>SIGNED</u>

Manatee Chamber Foundation:

2022 23:08 EDT)

Signature of Authorized Representative

Jacki Dezelski Printed Name 07/06/2022

Date 7-6-2022

Title

Suncoast Workforce Bord, Inc. , dba CareerSource Suncoast:

, 2022 08:13 EDT)

Signature of Authorized Representative

Joshua Matlock Printed Name 07/07/2022

Date

President/CEO

Title