



**Memorandum of Agreement between  
Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region  
And Fairman Consulting, Inc**

<b>CONTRACT NAME:</b> The Workforce Alliance
<b>CFDA #, AMOUNT &amp; FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):</b> 17.258: - AA-33223-19-55-A-12 17.259: - AA-33223-19-55-A-12. 17.278: - AA-33223-19-55-A-12
<b>CONTRACT AMOUNT:</b> \$52,500
<b>UNIQUE ENTITY IDENTIFIER:</b> DUNS #028366305
<b>FEDERAL AWARDING AGENCY:</b> U.S. Department of Labor
<b>PASS-THROUGH ENTITY:</b> Florida Department of Economic Opportunity Tisha Womack, Chief, Bureau of Financial Management. Division of Finance and Administration. 850-245-7126 Office caroline.womack@deo.myflorida.com

**I. PARTIES**

This Memorandum of Agreement ("MOA"), is made according to the Workforce Innovation and Opportunity Act of 2014 ("WIOA") and is entered into with Fairman Consulting Inc. ("Fairman") of Atlantic Beach, Florida and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region ("CSCR") located in Tallahassee, Florida.

**II. PURPOSE**

The Workforce Innovation and Opportunity Act 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 MOA is to describe the cooperative workforce efforts in a shared labor shed. As the Workforce Innovation and Opportunity Act of 2014 states, the local workforce development boards ("LWDBs") are encouraged to create a regional effort that results in better service to the business community and expands the talent available to meet the demands of our businesses.

This Agreement has economic development and an education and training activities component that will define and guide the strategic efforts of the eight workforce development boards that are a party to this Agreement.

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



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### III. CONSULTING SERVICES

Fairman agrees to provide consulting services referred to in their response to the CSCR Request for Quote on delivering an implementation strategy and support for the The Workforce Alliance, serving North Florida, South Georgia and Southeast Alabama ("TWA"). The partners are CSCR, CareerSource North Florida, WorkSource Southwest Georgia, WorkSource Southern Georgia, CareerSource Northeast Florida, CareerSource Chipola, WorkSource Coastal and Southeast AlabamaWorks!

Fairman will provide:

- a. Focus on the common sectors that cross over the eight workforce areas
  - i. Advanced Manufacturing
  - ii. I.T.
  - iii. Healthcare
  - iv. Transportation
    1. Organize the business specialists from each Local Workforce Development Board (LWDB)
    2. Create ongoing dialogue (On-Line Team Meetings) at regular intervals
    3. Look for the commonalities in approaches, best practices
    4. Share information on key multi-location large employers and have a designee where there is a central hiring function to represent the entire group.
    5. Raise the level of engagement between the six LWDBs
    6. Create a consensus on strategies and coordination as outlined in the EDSI report Pages 54-64.
- b. Establish and coordinate Business Services teams
  - i. Expansion of the Eligible Training Provider List (ETPL) across LWDBs
  - ii. Assist the team with identification of specific unique training and educational opportunities that can be shared with other LWDBs that lack this training but have a high demand for the skills in this training
  - iii. Coordinate the Business Services team from each LWDB, sharing best practices, and exploring what ways we can strengthen our approaches.
- c. Event management
  - i. Coordinate multiple events bringing together representatives from all 72 counties represented in the eight regions
    1. These events may be attended in person and/or virtual
  - ii. Convene meetings where Economic Development, Education, Chamber and Community partners come together to discuss regionalism and the economy.
- d. Expand technology utilization for TWA
  - i. Effectively leverage technology to organize all regions onto one platform for sharing content and streamlined communication.



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- e. Structure
  - i. Build the necessary structure based upon the Strategic Plan to create sustainable leadership that will continue to carry out the strategies and activities Fairman sets as a foundation for the ongoing future of the TWA
  - ii. Lead an effective operating structure
    - 1. Eight-member Executive Committee
    - 2. Steering Committee comprised of 100+ leaders from the 72 counties
    - 3. Five working committees focused on critical areas.
- f. Marketing
  - i. Rebrand the organization
  - ii. Manage a marketing plan focused on effective brand positioning, integrated websites for employers and job seekers.

### **IV. TWA SUPPORT**

- a. Access to staff that will support the goals of the alliance
- b. Information and data that will support the purposes outlined above
- c. Single Point of Contact for each LWDB
- d. Commitment to make this Alliance work and add value to our system.

### **V. CONFIDENTIALITY OF RECORDS**

If either party to this MOA obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOA, then that party shall keep all such records, files, or additional information confidential. The parties shall comply with all laws and regulations concerning the confidentiality of such records, files, or further information to the same extent as such laws and regulations apply to the other party.

### **VI. TERM**

This MOA is valid upon the receipt of all signatures through August 31, 2021. This MOA may be terminated for non-performance at any time by either party upon thirty (30) days written notice.

Neither this MOA 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.



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### **VII. PAYMENT & INVOICE SUBMISSION**

**Detailed requirements in Addendum 2, dated October 15, 2020.**

Fairman shall submit a monthly invoice to CSCR on the final day of each month.

- October 15, 2020 to October 31, 2020 \$2,500
- November 1, 2020 to August 31, 2021 \$5,000/month

CSCR will process the invoice and submit payment within 30 days of the receipt of the invoice.

### **VIII. GOVERNANCE**

The accountability and responsibility for the MOA is a partnership between the eight local Workforce Development Boards (LWDBs). These Boards and their staffs will interact with the consultant and provide the necessary support to achieve the goal of setting up the committees, meetings, and structure to implement the EDSI Action Plan.

### **IX. PROVISIONS & Assurances**

The CONTRACTOR understands that the BOARD (CareerSource Capital Region) has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required, if there is a breach of contract, fraud or breach of security. The eight partners will monitor the level of engagement, activities, and support by Fairman Consulting and during the time of the MOA, have the option to cancel at any time the consensus of the group is that the activities and administrative support are insufficient to carry on the required goals of the group. It is understood that the CONTRACTOR will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.

In the event of, and as a result of, any breach of the Contract, the CONTRACTOR shall indemnify and hold harmless the BOARD for any disallowed costs resulting from any such breach of the Contract. The management, administration and implementation of all terms and conditions of the Contract shall be performed in a manner the BOARD deems satisfactory. The BOARD may act in its own best interest including, but not limited to:

- Requiring a written report of corrective action within specific time frames;
- Withholding payment;
- Requiring pay back;
- Disallowing inappropriate claims, payments, or costs;
- De-obligating Contract funds; or
- Terminating or suspending the Contract.

Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable



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standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment ( 31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the level above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The CONTRACTOR assures that is in accordance with section 287.135 Florida Statues and is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in Section 287.135(4), Florida Statues. These lists are pursuant to sections 215.4725 and 215.473, Florida Statues.

The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to the following:

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Contract work Hours and Safety Standards Act (40 U.S.C. S 327-333)
- Rights to Inventions Made Under a Contractor Agreement
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

The CONTRACTOR assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment on the basis of race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services career and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

The CONTRACTOR will comply with the Drug Free and Smoke Free Workplace policy.

The percentage of the total costs of the program or project which will be financed with Federal money is fully supported by the U.S. Departments of Labor as part of Federal Award Identification Number (FAIN): AA-3323-19-55-A-12 totaling \$160,000 with 0% financed from non-governmental sources.



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**Amended October 15, 2020**

**SIGNATURES**

**CareerSource Capital Region**

A handwritten signature in black ink, appearing to read "James H. McShane III", is written over a solid black horizontal line.

**James H. McShane III, M.P.A.**

October 15, 2020

**Fairman Consulting, Inc.**

A signature area for Fairman Consulting, Inc. is redacted with several thick, horizontal blue ink strokes. Below the redaction is a solid black horizontal line.

**Larry Fairman, CEO**

October 15, 2020

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### Addendum 2 Timeframe & Deliverables

Date	Activity	Deliverable
October 31, 2020	Convene Executive Committee	Agendas, facilitation, reports
	Finalize two new regions	Introduce new regions
November 30, 2020	Convene Executive and Steering Committee	Agendas, facilitation, reports
	Full calendar of meetings for the term of the MOA	Complete calendar
December 31, 2020	Coordinate all Working Committee meetings	Agendas, facilitation, reports
	Organizational rebrand	
January 31, 2021	Plan, manage and deliver a regional forum	Successful completion of forum
	Implement marketing plan	Logo, websites, materials
February 28, 2021	Convene Executive, Steering and Working Committees	Agendas, facilitation, reports
	Technology plan	Implement technology
March 31, 2021	Plan, manage and deliver a regional forum	Successful completion of forum
April 30, 2021	Convene Executive, Steering and Working Committees	Agendas, facilitation, reports
May 31, 2021	Plan, manage and deliver a regional forum	Successful completion of forum
June 30, 2021	Convene Executive Committee and Steering Committee	Agendas, facilitation, reports
July 31, 2021	Plan, manage and deliver a regional forum	Successful completion of forum
	Draft of sustainability plan	
August 31, 2021	Final sustainability plan	Regional Summit including all stakeholders