



## **MEMORANDUM OF UNDERSTANDING BETWEEN**

**CITRUS MARION LEVY REGIONAL WORKFORCE DEVELOPMENT  
BOARD, INC.**

**d/b/a**

**CAREERSOURCE CITRUS LEVY MARION**

**AND**

**The LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU"), is made and entered into by and between the **Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CareerSource Citrus Levy Marion** (hereinafter referred to as "CareerSource CLM") and the **Levy County Board of County Commissioners** (hereinafter referred to as "LCBOCC").

**WHEREAS**, CareerSource CLM has as its vision a workforce system, which is closely linked and driven by the local business needs and demands for skilled workers and the economic development strategies of its three-county area; and

**WHEREAS** CareerSource CLM and the LCBOCC are key partners in creating a vibrant local economy that is supplied with a skilled workforce; and

**WHEREAS** CareerSource CLM's shared strategic vision is based upon a close working relationship with economic development that focuses its talent recruitment and training efforts in support of the economic development priorities and economic development goals and objectives of each county's economic development and LCBOCC organizations.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, CareerSource CLM and the LCBOCC agree as follows:

### **I. PURPOSE**

The purpose of this MOU is to establish an agreement between CareerSource CLM and the LCBOCC, concerning their respective roles and responsibilities.

This agreement is intended to establish strong partnerships and operational collaboration that will maximize our resources to prevent duplication of effort, training and educational

services and ensure the effective and efficient delivery of workforce services to the businesses in Citrus, Levy and Marion Counties.

## **II. PARTNERSHIP**

Jointly, the partners agree to combine strategies and staffing to foster and strengthen the growth and retention of existing businesses within Levy County and to provide a strong collaboration with respect to talent supply that will encourage and facilitate the recruitment and relocation of new businesses.

Partners agree to work together according to the following general principles:

- Partners agree to a collaborative decision-making process.
- Partners are committed to being flexible and adaptive to changing conditions and resources.
- Partners are committed to measuring progress and fostering continuous improvement towards customer satisfaction, quality service and outcomes.
- Partners will draw on the strengths and contributions of all partners and have the responsibility to contribute resources, expertise and talents.

## **III. SCOPE OF WORK**

The LCBOCC and CareerSource CLM agree to provide services in accordance with Exhibit “A”, Scope of Work, attached hereto and incorporated herein by reference as if fully set forth herein. The Scope of Work will describe the type of services that will be provided by the partners.

## **IV. DURATION**

The MOU commences on the day it is signed by all parties or the first day of the program year as defined in section VIII, whichever is later.

## **V. AMENDMENTS**

This MOU may be modified, altered or revised as necessary by mutual consent of the two partners signing this agreement. Requests to amend or modify this agreement shall be submitted in writing to the other partner at least 30 days prior to the effective date of change and upon agreement of the partners, shall be attached to the original MOU.

## **VI. ASSURANCE STATEMENT**

As a condition to the partnership under the WIOA, partner assures, with respect to operation of the WIOA financially funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: ***Section 188 of the Workforce Innovation and Opportunity Act (WIOA)***, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant

authorized to work in the United States or participation in any WIOA financially assisted program or activity; ***Title VI of the Civil Rights Act of 1964, as amended***, which prohibits discrimination on the basis of race, color, and national origin; ***Section 504 of the Rehabilitation Act of 1973, as amended***, which prohibits discrimination against qualified individuals with disabilities; ***The Age Discrimination Act of 1975, as amended***, which prohibits discrimination on the basis of age; ***Title IX of the Education Amendments of 1972, as amended***, which prohibits discrimination on the basis of sex in educational programs; ***with 29 CFR Part 37 and 45 CFR Part 80, the Drug-Free Workplace Act of 1988. and all other applicable regulations implementing the laws listed above.*** The United States has the right to seek judicial enforcement of this assurance.

## **VII. DISPUTE RESOLUTION**

If a dispute shall arise, partner should contact CareerSource CLM and try to resolve the dispute. If the dispute cannot be resolved, procedures as outlined in CareerSource CLM's grievance and complaint policy will be followed.

## **VIII. EFFECTIVE DATE**

The effective date of this agreement shall be July 1, 2025, and all services and payments enumerated in this agreement shall begin effective that date.

## **IX. TERMINATION**

1. **TERMINATION FOR CONVENIENCE:** CareerSource Citrus Levy Marion or the LCBOCC may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, CareerSource Citrus Levy Marion shall be responsible for any outstanding allowable costs incurred up through the date of receipt of the termination notice. The LCBOCC shall be responsible for their obligations up through the date of receipt of notice of termination.
2. **TERMINATION FOR CAUSE:** CareerSource Citrus Levy Marion may terminate immediately the whole or any part of this Contract if the LCBOCC fails to meet the established goals set forth within this MOU. If, through any cause, the LCBOCC fails to fulfill the obligations under this MOU, or if the LCBOCC violates any covenants or stipulations of this MOU, CareerSource Citrus Levy Marion shall thereupon have the right to terminate this MOU by giving written notice to the LCBOCC of such termination. The LCBOCC shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.
3. **TERMINATION FOR NON-PERFORMANCE:** Failure to comply with any of the terms and conditions of this MOU shall constitute grounds for termination. This contract may be terminated for non-performance by either the LCBOCC or CareerSource Citrus Levy Marion or following written notice to the other party.

## **X. STEVENS AMENDMENT**

**The actions under this memorandum of understanding are supported by the Employment and Training Administration of the U.S. Department of Labor as an award totaling \$9,800,000.00 with no percentage financed from non-governmental sources.**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency.
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

## SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties hereto have duly executed this MOU and in signing and dating same, thereby validating this agreement; the parties also certify that each possesses legal authority to bind their respective organizations in their capacity as a signatory official. The signing parties agree to comply with all the terms and provisions of this MOU.

**APPROVED FOR CITRUS LEVY MARION  
REGIONAL WORKFORCE DEVELOPMENT BOARD,  
INC.:**

**BY:** \_\_\_\_\_

**NAME:** THOMAS E. SKINNER, JR.

**TITLE:** CHIEF EXECUTIVE OFFICER

**DATE:** \_\_\_\_\_

**APPROVED FOR LEVY COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

CareerSource CLM is an equal opportunity business/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, call 800-434-5627, ext. 7878 or e-mail [accommodations@clmworkforce.com](mailto:accommodations@clmworkforce.com) three business days in advance. A proud member of the American Job Center network

## **EXHIBIT A - SCOPE OF WORK**

CareerSource CLM desires to assist the LCBOCC in fulfilling its economic development mission by being a key partner in the talent supply system. As a key partner, CareerSource CLM agrees to provide funding to support a coordinated business outreach program with its economic development partner, based upon measurable, achievable goals and objectives. These services are built around the economic development vision of the community as it relates to business recruitment and existing business services. The provision of these services is based upon the following business approach.

### **As part of the agreement CareerSource CLM agrees to the following:**

1. CareerSource CLM will designate a key team member to coordinate with the LCBOCC.
2. CareerSource CLM will develop a talent recruitment/training plan/proposal to support the recruitment or retention/expansion of the business. It may include:
  - a. Labor market/talent supply information
  - b. Wage and salary data
  - c. Value added recruitment services
  - d. Assistance in coordinating and financing the cost of training new or existing employees with the business
  - e. Direct financial assistance to the business in the form of an On-the-Job training reimbursement contract or an Employed Worker Training (Custom Business Training) contract.
  - f. Coordination and assistance to secure a Quick Response Training Grant, an Incumbent Worker Training grant or other State of Florida or national grants that may be available.
  - g. Development of paid work experience or internship opportunities for CareerSource CLM candidates.
3. CareerSource CLM will participate with the LCBOCC in various planning and information events designed to further the goals of economic development, including studies, workshops, and seminars. CareerSource CLM may assist financially, if such events are qualified for financial support and funds are available. Participation and financial assistance will not be part of this MOU but funded separately.
4. CareerSource CLM will work with the LCBOCC in other areas not covered under the business outreach agreement in support of its grant and economic development objectives, based upon funding availability.

### **As part of the agreement the LCBOCC agrees to the following:**

1. The LCBOCC Economic Development Director will be directly responsible for the economic development program as the Workforce liaison. The LCBOCC may designate a key staff member to act in this role.

2. The LCBOCC will engage CareerSource CLM as an active member of its business recruitment and expansion services program.
3. The LCBOCC and CareerSource CLM will meet and/or at least communicate quarterly to review services and support for recruitment and retention prospects, update status and refine services based upon the most current information from the business.
4. The LCBOCC will inform CareerSource CLM of recruitment and retention efforts, if joint contact is not feasible, so that CareerSource CLM can follow-up with a coordinated support program.
5. The LCBOCC and CareerSource CLM will coordinate together on economic development, recruitment and/or retention prospects as they become known.
6. The conceptual basis of cost reimbursement is staff time. While specific time and attendance documentation is not required, the LCBOCC understands that the ability of CareerSource CLM to substantiate the payment of invoices will be the documentation of the items listed in 1 through 5 above as they relate to the goals listed in Exhibit C.
7. The LCBOCC also understands that CareerSource CLM cannot support any lobbying activities designed to influence state or national legislation and agrees that the funds under this agreement will not be used for such purposes. Activities that provide local and state elected officials information about economic development or workforce projects are not considered lobbying.
8. The LCBOCC will meet the performance objectives which will be attached after negotiations are completed with CareerSource Citrus Levy Marion as attachment C.

**As part of this agreement CareerSource CLM and LCBOCC agree to the following:**

1. The LCBOCC and CareerSource CLM will continue to coordinate together on communications efforts in relationship to business outreach to ensure consistent messaging and tracking of activities on businesses, and work activities conducted on each business.
2. The LCBOCC and CareerSource CLM will jointly work together to ensure all press releases on any new business expansion and/or relocations of business to the region are shared and promote both the LCBOCC and CareerSource CLM contributions to the business to the extent each is creating the press releases.

## EXHIBIT B - BUDGET, INVOICING AND PAYMENTS

In support of this MOU, CareerSource CLM agrees to pay the LCBOCC **Thirty thousand dollars** (\$30,000), the total amount not to exceed **Thirty thousand dollars** in a twelve-month period that begins July 1<sup>st</sup> of each program year and ends on June 30<sup>th</sup> of the following program year.

Such payments shall be made quarterly based upon the LCBOCC providing appropriate documentation of its work for the previous month, as described in the "Scope of Work" above, to CareerSource CLM. CareerSource CLM will work with the LCBOCC staff to ensure that proper documentation is coordinated prior to invoicing. The LCBOCC will submit a quarterly invoice within 15 days of the previous quarter's completion. Please refer to the invoicing schedule below:

Performance Period	Invoice by Date:
July 1 – September 30	October 15 <sup>th</sup>
October 1 – December 31	January 15 <sup>th</sup>
January 1 – March 31	April 15 <sup>th</sup>
April 1 – June 30	July 15 <sup>th</sup>

This is a pay for performance agreement and is subject to a 5% performance holdback for performance not met by the end of the second quarter after commencement of agreement (12/31/2025). The 5% holdback will apply for the full performance amount paid to date within the contract period. Any holdback retained can be recouped if all goals are met prior to the end of the program year (6/30/2026).

The LCBOCC understands that the funding that supports this MOU is awarded to CareerSource CLM through an annual appropriations process that involves the Legislature and Governor of the State of Florida; and realizes that the actual funding level of the MOU may be adjusted annually based upon that appropriations process and actions of the CareerSource CLM Board of Directors.

## EXHIBIT C – PERFORMANCE OBJECTIVES

### Attachment C:

Levy County's Economic Development team will achieve the following objectives during program year 2025/2026. Coordination of these goals will be outlined on monthly invoices.

Quarter 1	
Goal Description	Goal count
Conduct at least one quarterly meeting with assigned CSCLM staff to discuss business needs and challenges	1
Conduct joint business and retention visits	1
Provide business referrals to CareerSource for workforce services (recruitment, needs assessments, work-based training, etc.)	1
Participate in or generate a lead for community engagement targeting talent pipeline or workforce development (ex: hiring events, workforce training, Career and Technical Education Training, Career Fairs, etc.)	1
Quarter 2	
Goal Description	Goal count
Conduct at least one quarterly meeting with assigned CSCLM staff to discuss business needs and challenges	1
Conduct joint business and retention visits	1
Provide business referrals to CareerSource for workforce services (recruitment, needs assessments, work-based training, etc.)	1
Participate in or generate a lead for community engagement targeting talent pipeline or workforce development (ex: hiring events, workforce training, Career and Technical Education Training, Career Fairs, etc.)	1
Quarter 3	
Goal Description	Goal count
Conduct at least one quarterly meeting with assigned CSCLM staff to discuss business needs and challenges	1
Conduct joint business and retention visits	1
Provide business referrals to CareerSource for workforce services (recruitment, needs assessments, work-based training, etc.)	1
Participate in or generate a lead for community engagement targeting talent pipeline or workforce development (ex: hiring events, workforce training, Career and Technical Education Training, Career Fairs, etc.)	1
Quarter 4	
Goal Description	Goal count
Conduct at least one quarterly meeting with assigned CSCLM staff to discuss business needs and challenges	1
Conduct joint business and retention visits	1
Provide business referrals to CareerSource for workforce services (recruitment, needs assessments, work-based training, etc.)	1

Participate in or generate a lead for community engagement targeting talent pipeline or workforce development (ex: hiring events, workforce training, Career and Technical Education Training, Career Fairs, etc.)	1
<b>Annual Totals</b>	
<b>Goal Description</b>	<b>Goal count</b>
Conduct at least one quarterly meeting with assigned CSCLM staff to discuss business needs and challenges	4
Conduct joint business and retention visits	4
Provide business referrals to CareerSource for workforce services (recruitment, needs assessments, work-based training, etc.)	4
Participate in or generate a lead for community engagement targeting talent pipeline or workforce development (ex: hiring events, workforce training, Career and Technical Education Training, Career Fairs, etc.)	4