

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of June, \_\_\_\_\_ 2023 between The District Board of Trustees of Broward College, Florida (“College”) and the City of Fort Lauderdale (“City”) (collectively, the “Parties”).

### I. BACKGROUND

The City’s mission is to make the City of Fort Lauderdale a secure, clean, and desirable place to live, work, and visit by providing for a continually improving wide-range of city services; to encourage a community that retains and promotes employment opportunities, economic growth, and improved quality of life, where people of diverse cultural backgrounds and incomes peacefully interrelate.

The College provides higher education and technical and occupational training for the residents of Broward County. As the first public higher education institution in the county, the College functions as the principal provider of undergraduate higher education for the residents of Broward County. Where appropriate, these programs are articulated with the public school system, area vocational schools, and upper-level institutions to ensure that students can move smoothly from one system to another.

Serving as the principal entry level institution for higher education in its district, the College is also a source of cultural enrichment; a resource for community development, business, and industry; and an avenue for continued skill upgrading and enhancement, and retraining. As a public comprehensive state college, the College serves as a significant leader of America's effort to enhance higher education.

### II. PURPOSE

The College and the Municipality enter into this MOU for the purpose of establishing a framework for a relationship under which the College and the Municipality will cooperate in the areas mutually beneficial to both Parties.

### III. GENERAL TERMS

This MOU does not obligate the College or the Municipality to any expenditure of funds. The duration of this MOU is five years from the date of signing. It may be renewed for an additional five years by written mutual consent by the Parties. Each Party may withdraw from this agreement by providing 60 days’ written notice.

The Parties shall be considered independent contractors, and nothing contained herein shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the MOU. Both Parties are free to enter into agreements with other Parties for similar services.

The Parties to this MOU shall not discriminate against any employee or participant regarding responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law; nor, shall the Parties deny participation in or benefits



arising out of this MOU to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

#### **IV. SCOPE**

The goal of this MOU is to connect municipal and community agency services to education. Areas of cooperation may include, but will not be limited to the following:

1. Create, execute, and monitor an access strategy for City residents and City employees to obtain Broward College degrees and certifications, including but not limited to delivering online and in-person workshops, courses, and certification training and access to TRIO Educational Opportunities Center (EOC) services, as outlined in Appendix A.
2. Create, execute, and monitor a support strategy for City residents as they pursue Broward College degrees and certifications, including but not limited to embedding Career Pathway Navigator support for eligible residents, access to live and on-demand College Ambassador training for designated City employees, and access to other support resources, as outlined in Appendix A.
3. Create an employment solutions strategy consisting of apprenticeship, internship, employment, and entrepreneurial opportunities for City residents pursuing Broward College programs as outlined in Appendix A.
4. Develop a marketing strategy with joint promotional tactics to support partnership aims as outlined in Appendix A.
5. Explore data sharing opportunities to measure overall impact of collaboration designed to promote economic mobility in communities with disproportionate unemployment and educational attainment rates as outlined in Appendix A.
6. Explore grant collaboration opportunities in support of shared education and economic development goals of the City and College.

#### **V. THE COLLEGE'S RESPONSIBILITIES**

The College will provide a point of contact for connecting the City to the capabilities outlined above. This point of contact will triage and connect City and College representatives to execute specific collaboration items. The College will outline partnership performance metrics and will provide a report template, as well as schedule recurring meetings with the City's point of contact for evaluation.

#### **VI. THE MUNICIPALITY'S RESPONSIBILITIES**

The City will provide a point of contact for connecting the College to the capabilities outlined above. This main point of contact will triage and connect City and College representatives to execute specific collaboration



items. The City's main point of contact will complete an annual report, provided by College and attend recurring meetings with College.

## **VII. LIABILITY**

The Parties are state agencies or subdivisions pursuant to Section 768.28, Florida Statutes, and agree to be fully responsible for the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment, to the extent provided in Section 768.28.

## **VIII. SOVEREIGN IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28.

## **IX. INSURANCE COVERAGE**

The Parties are state agencies or subdivisions under Section 768.28, Florida Statutes. Each party acknowledges that it is self-insured for general liability under Florida state law.

## **X. PUBLIC RECORDS**

The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the applicable public records retention requirements.

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**IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.**

College

DocuSigned by:

*Mildred Coyne*

By: \_\_\_\_\_  
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Name: Mildred Coyne \_\_\_\_\_

Title: SVP, Workforce Education & Innovation \_\_\_\_\_

Date: 6/16/2023 \_\_\_\_\_

Municipality, City of Fort Lauderdale

By: \_\_\_\_\_

Name: Greg Chavarria

Title: City Manager

Date: \_\_\_\_\_

Approved as to Form:

D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_

Kimberly Cunningham Mosley

## MEMORANDUM OF UNDERSTANDING



## Appendix A Broward College and City of Fort Lauderdale

### IV. Purpose and Scope

To connect City of Fort Lauderdale residents and City employees to educational opportunities. Broward College and the City of Fort Lauderdale have outlined areas of cooperation that may include, but not limited to the following:

#### **Broward College will:**

1. Design and deliver Broward College online and on-site workshops on college and careers for residents in areas such as:
  - a. Funding for College
    - i. Scholarship and FAFSA Workshops
    - ii. College Success Skills
  - b. Career Exploration and Development
    - i. Careers and the New Economy
    - ii. Florida Ready to Work
  - c. College Readiness
    - i. Adult Basic Education ABE, GED, and ESOL
    - ii. Academic (math, reading, writing) Refresher
    - iii. College Success Skills: Study Skills and Time Management
    - iv. Accelerate your Degree with Credit for Prior Learning
2. Analyze business climate and local employer needs and deliver education programs and in-demand certifications for online and on-site delivery for residents of the City of Fort Lauderdale in areas such as:
  - a. Project Management
  - b. Computer & Internet Literacy
  - c. Excel Microsoft Office Specialist
  - d. Lean Six Sigma Certificates
  - e. Construction: OSHA and Building Construction Plans Interpretation
  - f. Supply Chain Management
  - i. IT course options: Amazon Web Services (AWS) and Azure Fundamentals
  - j. Health Care Course Options
3. Offer fee-based training to City of Fort Lauderdale employees in areas such as:
  - a. Technology: Microsoft Office i.e., Excel, PowerPoint
  - b. Language Acquisition
  - c. Lean Six Sigma Certification
  - d. Project Management (PM) Ready Certification PMI
  - e. Managerial Development
  - f. Apprenticeship Programs

Training for City Fort Lauderdale employees provided under this section may be subject to a fee. If this programming is requested by the City of Fort Lauderdale, the Parties will enter into a separate agreement setting forth the terms and conditions for any such training activities.



4. Create entrepreneurial programming for City of Fort Lauderdale residents.
  - a. Partner with Minority Business Development Center with the Broward College Entrepreneurship Experience and Innovation Hub at Broward College.
  - b. Deliver a Start Up Now Accelerator in the City of Fort Lauderdale for a cohort of residents.
  - c. Offer entrepreneur-readiness workshops for residents.
5. Provide TRIO Educational Opportunities Center (EOC) services for qualifying Fort Lauderdale citizens.
  - a. Schedule TRIO College Access Bus visits when and where applicable by submitting request online at [www.broward.edu/trio-eoc](http://www.broward.edu/trio-eoc) - TRIO EOC services are available to participants in the following zip codes: 33004, 33009, 33020, 33021, 33023, 33024, 33025, 33060, 33063, 33064, 33065, 33066, 33068, 33069, 33073, 33309, 33311, 33312, 33313, 33314, 33315, 33317, 33319, 33321, 33323, 33324, 33325, 33334, 33351, 33441, 33442. TRIO EOC cannot recruit for the College or any other institution.
7. Provide various student support opportunities for City residents pursuing Broward College programs and degrees including but not limited to:
  - a. Access to live and on-demand student support workshops
  - b. For eligible residents from the following zip codes, assigned Broward UP Career Pathway Navigator and support services (33309, 33311, 33313, 33319, 33023, 33069, 33441, 33020, 33314, 33064, 33065) are embedded into identified City location(s) for resident interaction
  - c. For eligible residents, access to various grant-funded support resources
  - d. Access to live and on-demand College Ambassador training for designated City staff for seamless support.
8. Establish enrollment targets for City residents and provide access to data and resources to City staff to jointly monitor and support.
9. Share promotional materials with City for distribution through its various channels.

**The City of Fort Lauderdale will:**

1. Assign a main point on contact to maintain regular communication with the College's main point of contact.
2. Make City facilities available for Broward College to deliver trainings to include:
  - a. College, career readiness, and entrepreneurial workshops
  - b. Certification trainings to residents and employees
  - c. Focus group discussion on education and workforce training needs
3. Make residents and City employees aware of the opportunity to participate in Broward College's education programs
  - a. Externally promote program offerings delivered by Broward College on City property to residents by leveraging the City's communication channels.
  - b. Internally promote program offerings delivered by Broward College to employees through internal communication channels and meetings.



- i. Following all established brand standards and guidelines, City and College may create co-branded promotional materials for dissemination through their various channels
4. Clarify learning objectives of education programs in support of the City's strategic plan.
  - a. Request business climate research specific to educational workforce development goals established in the City's strategic plan.
  - b. Provide input on priority education programs in alignment with goals established by the City's strategic plan.
- 5.. Prioritize certification programs for employees based on up-skilling interests and needs.
  - a. Provide input on highest demand certification training to meet employees' interests and support the professional growth of the City's workforce.

**The City of Fort Lauderdale and Broward College will jointly be responsible for:**

1. Develop access strategy for City of Fort Lauderdale residents and City employees for Broward County
  - a. Maximize the City tuition reimbursement for tuition at Broward College.
  - b. Outreach to residents for BC information session and selected workshops.
  - c. Provide Broward College information on degree to City employees and parents
  - d. Online and on-site courses for credit or certification.
  - e. Establish a positive presence for City employees and residents by inviting College presence at community events and participating in volunteer activities.
2. Work collaboratively with the Community Redevelopment Agency and City of Fort Lauderdale to program workforce training and pipeline for Redevelopment Area residents in-demand job areas.
3. Conduct community focus groups on education, co-develop appropriate questionnaires and share focus group results appropriate to the City of Fort Lauderdale and Broward College respectively, and work to support grass roots community building efforts and training needs of residents.
4. Create internship programs for the City of Fort Lauderdale
  - a. Connect Broward College students to city government internships across a variety of departments.
5. Monitor enrollment targets for City residents into College programs to increase enrollment and to use data to tailor engagement strategies
6. Explore grant collaboration opportunities in support of shared education and economic development goals of the City of Fort Lauderdale and Broward College.
7. Explore data sharing opportunities to measure overall impact of initiatives designed to promote social mobility in economically distressed communities.
8. Explore opportunities to publicly celebrate partnership successes, including but not limited to
  - i. Encourage and celebrate program and degree enrollment and completion.
  - ii. Highlight impact to residents, businesses, and/or to the community at-large.

