

Date: October 5, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Authorizing Execution of Memorandum of Understanding between Microsoft Corporation and Miami-Dade County to establish Accelerate Miami-Dade for a Three-Year Term

Agenda Item No. 9(A)(1)

Resolution No. R-937-21

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute the attached Memorandum of Understanding (MOU) between Miami-Dade County (County) and Microsoft Corporation (Microsoft) for the purpose of establishing the Accelerate Miami-Dade program for a three-year term.

Scope

The impact of this MOU is countywide.

Delegated Authority

If this item is approved, the County Mayor or the County Mayor's designee will have the authority to exercise all the provisions of the MOU during the term of the agreement, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

There is no fiscal impact to the County for the three-year term of this MOU.

Track Record I Monitor

This MOU will be monitored by the Director/CIO of ITD, Margaret Brisbane, to ensure compliance with the requirements.

Background

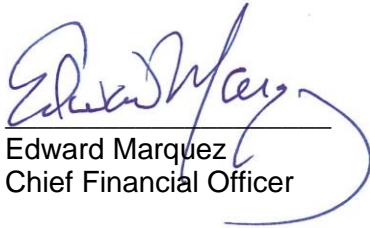
Microsoft recently launched an Accelerate program designed to level the professional playing field for workers around the country and provide digital skills to twenty five million people worldwide. By working collaboratively with local governments and additional public and private partnerships, the initiative aims to accelerate economic recovery from the impacts of the global pandemic, address the needs of the underserved communities who require digital skills to stay competitive, and empower them to seize future employment opportunities. Microsoft, in partnership with local government agencies, has already launched this program in three major markets: Atlanta, Texas, and New York.

The comprehensive Accelerate Miami-Dade County initiative is designed to contribute to the economic development goals of the County by providing County residents with increased digital fluency and baseline skills, and by enabling access to digital training and workforce development through education and access to digitally enabled employment through career services and a corporate partner-sponsored hiring pipeline.

Under the terms of the MOU, the County will utilize existing staff and resources to facilitate public events, provide leadership, guidance, and direction in the Accelerate Miami-Dade County program's development and execution. In addition, the County will communicate messaging regarding the Accelerate Miami-Dade County program's goals and progress to key stakeholders. The County will also review, monitor and track proposed economic development related metrics and KPIs to effectively communicate the value of the program to County residents.

As part of the agreement, Microsoft will design and build a comprehensive digital training program to address critical digital skills gaps across the County while leveraging existing Microsoft and LinkedIn Learning pathways and content (technical skills), as well as novel workforce readiness and development content (non-technical skills). Microsoft will deliver tailored digital skills and career readiness training through education partners based on a data-driven approach to skills gaps and training needs in the County's market. In addition, paths will be established to employment opportunities through corporate partners and at Microsoft via internships, apprenticeships, or full-time employment upon successful completion of the training program and demonstration of skills required. Lastly, Microsoft will conduct a comprehensive awareness campaign through digital, print, and out-of-home marketing solutions, and also hold public events to highlight the Accelerate Miami-Dade County initiative's progress with the cooperation of its Partners and the County.

Microsoft has agreed to make these community investments without seeking promises or favoritism for Microsoft in any bidding arrangements. This MOU also provides that any funding or in-kind benefits provided by Microsoft to the County in support of the Accelerate Miami-Dade County initiative is for the sole use and benefit of the County for County purposes only, and any investment in the Accelerate Miami-Dade County initiative must follow all applicable laws, regulations and ethics rules regarding gifts and donations.



Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
10-5-21

RESOLUTION NO. _____ R-937-21

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN MICROSOFT CORPORATION AND MIAMI-DADE COUNTY IN SUPPORT OF MICROSOFT'S ACCELERATE MIAMI-DADE PROGRAM TO PROVIDE COUNTY RESIDENTS WITH INCREASED DIGITAL FLUENCY AND BASELINE SKILLS FOR A THREE-YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, Microsoft Corporation recently launched an Accelerate Program designed to level the professional playing field for workers around the country and provide digital skills to twenty-five million people worldwide; and

WHEREAS, Microsoft, in partnership with local government agencies, has already launched this program in three major markets: Atlanta, Texas, and New York; and

WHEREAS, Microsoft wishes to extend this program in Miami-Dade County; and

WHEREAS, Microsoft's Accelerate Miami-Dade County Program is designed to contribute to the economic development goals of the County by providing County residents with increased digital fluency and baseline skills, and by enabling access to digital training and workforce development through education and access to digitally enabled employment through career services and a corporate partner-sponsored hiring pipeline; and

WHEREAS, Miami-Dade County desires to enter into a Memorandum of Understanding with Microsoft in order to provide County support and promotion of the Accelerate Miami-Dade Program by utilizing existing staff and resources to facilitate public events, provide leadership, guidance, and direction in the Accelerate Miami-Dade County Program's development and execution; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Memorandum, a copy of which is incorporated herein by reference,

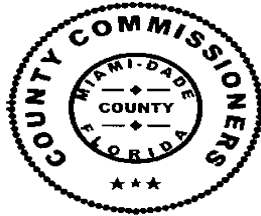
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Memorandum of Understanding between Microsoft Corporation and Miami-Dade County in substantially the form attached hereto and made part hereof, and authorizes the County Mayor or County Mayor’s designee to execute such Memorandum of Understanding on behalf of the County and to exercise all other rights contained therein for a three-year term.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink that reads "MBV".

Michael B. Valdes

ACCELERATE MIAMI-DADE COUNTY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the date of the later signature below, by and between Microsoft Corporation ("Microsoft") and Miami-Dade County ("County") (collectively, "the Parties", and individually, a "Party").

1. Purpose.

This MOU reflects the Parties' intent to collaborate to pursue County initiatives identified in Exhibit A-C, which Exhibits may be modified from time-to-time. The Parties do not intend for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate definitive agreement.

2. Terms and Conditions.

A. Confidentiality and Public Disclosure. Each Party agrees and shall not use for any purposes other than for the purposes of discussion contemplated in this MOU, nor without the prior written consent of the Disclosing Party disclose to any third party, information of a confidential nature ("Confidential Information") supplied to it by the Disclosing Party, except to the extent required by County's public records law. This obligation shall also survive the termination or expiration of this MOU.

In this MOU "Confidential Information" shall mean all confidential and proprietary information of whatever kind or nature and of any description which the Receiving Party obtains from the Disclosing Party, whether in tangible or visible form or by demonstration or whether communicated orally and which shall be marked or identified at the time of disclosure as confidential or would otherwise be confidential under applicable law. Confidential Information shall remain the property of the Disclosing Party. "Disclosing Party" shall mean the party hereto that imparts the Confidential Information to the other. "Receiving Party" shall mean the party hereto to which the other imparts Confidential Information.

The foregoing obligations and restrictions shall not apply to Confidential Information which:

1. is already known to the Receiving Party prior to receipt from the Disclosing Party;
2. is known or becomes public otherwise than by breach of this Memorandum of Understanding;
3. is received from a third party in lawful possession of such information without restrictions as to use and disclosure;

4. is independently developed by an employee of the Receiving Party to whom no disclosure of any such Confidential Information has been made;
5. is required to be disclosed in compliance with a legal requirement of a governmental agency, regulatory authority or otherwise where disclosure is required by operation of law; and
6. is approved for unlimited release or use by written authorization of the Disclosing Party.

Without prejudice to the generality of the foregoing clause, the Receiving Party shall exercise no less a degree of care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of such sensitivity and importance.

- B. Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, franchise, agency, or other such relationship. The Parties shall not have the right, power, or authority to obligate or bind any other Party in any manner whatsoever, without the other Party's prior written consent.
- C. Non-Exclusivity.** The relationship among the Parties is non-exclusive. None of the Parties will be precluded from entering into similar agreements with other parties. Nothing in this MOU, including any exhibits, requires a Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.
- D. Expenses.** The Parties hereby agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by the Parties.
- E. Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written definitive agreement binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will any Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU, except with respect to violation of its confidentiality obligations or a Party's intellectual property rights.
- F. Intellectual Property.** All copyrights, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that Party. No Party will gain, by virtue of this MOU, any Intellectual Property rights owned by another Party.

- G. Publicity.** Except for the Accelerate Miami-Dade County comprehensive awareness campaign led by Microsoft's marketing team and disseminated among the Parties, the Parties agree not to make any announcements concerning the other Parties nor relating to this MOU, nor use the name or logo of any other Party for publicity or marketing purposes without the prior approval of that Party on a case-by-case basis. The Parties agree not to do anything which, in the reasonable opinion of the other Parties, would damage the Parties' reputations and/or businesses.
- H. Governing Law.** This MOU shall be governed by the laws of Florida, without giving effect to its conflict of law provisions.
- I. Term and Termination.** This MOU shall commence upon its signature date and shall remain valid for 36 months from the later signature below or until the definitive agreement is signed, whichever is the earliest, unless otherwise agreed in writing among the Parties. Any Party may terminate this MOU without cause upon thirty-days (30) prior written notice. Any Party may terminate this MOU immediately in the event of breach of any provision of this Section 2 by another Party.
- J. Entire Agreement.** This MOU constitutes the entire agreement among the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by all Parties.
- K. Enforceability.** Only the terms of this Section 2 of this MOU are legally binding on the Parties. The Parties hereby agree to negotiate in good faith and on a non-exclusive basis, during the term of this MOU, a definitive agreement related to the collaboration among the Parties and its related agreements (together the "Definitive Agreement"), setting forth the details of their respective rights and obligations, taking into account Exhibits A and B of this MOU.

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ACCELERATE MIAMI-DADE COUNTY
MEMORANDUM OF UNDERSTANDING
SIGNATURE PAGE

ACCEPTED AND AGREED:

MICROSOFT CORPORATION

By: Jacky Wright

Name: Jacky Wright

Title: Corp. Vice President & Chief Di

Date: 07/16/2021

MIAMI-DADE COUNTY

By: Daniella Levine Cava

Name: Daniella Levine Cava

Title: Mayor, Miami-Dade County

Date: 8/6/2021

EXHIBIT A

ACCELERATE MIAMI-DADE COUNTY MOU PROPOSED ACTIVITIES

1. **Name of County:** Miami-Dade

2. **Shared Vision:** The Miami-Dade County and Microsoft share a vision for Miami-Dade County as the tech hub of the future, with a diminished digital divide and more inclusive workforce that jointly contribute to the generation of economic growth through a digitally skilled labor force. Microsoft has designed the Accelerate Miami-Dade County program to reaffirm its commitment and to invest in the growth of a diverse and skilled talent pool to aid in the inclusive recovery of the Miami labor force in a post-COVID environment.

3. **Accelerate Miami-Dade County:** The comprehensive Accelerate Miami-Dade County initiative is designed to contribute to the economic development goals of the County through increased digital fluency and baseline skills, by enabling access to digital training and workforce development through education and access to digitally-enabled employment through career services and a corporate partner-sponsored hiring pipeline.

4. **Activities in Support of Accelerate Miami-Dade County:**
 - A. **Miami-Dade County intends to perform the following in support of Accelerate Miami-Dade County utilizing its existing staff and resources:**
 - I. Provide leadership, guidance, and direction in program development and execution. This may include, but is not limited to, providing input to ensure that program goals align with the County's economic development and workforce preparedness goals. Additionally, the County may be asked to support the program through occasional public events, disclosures, announcements, and press releases that may be co-developed to ensure consistent messaging and appropriate public reception of the program. The County may also be asked to attend meetings between Microsoft and current and prospective corporate and nonprofit partners as a show of support and approval of the program's goals.

 - II. Communicate messaging regarding the program's goals and progress to key stakeholders in Miami-Dade County. These may include, but are not limited to, local non-profit boards, businesses, business associations, development consortia, neighborhood associations, and others.

 - III. Review, monitor, and track proposed economic development related metrics and KPIs to effectively communicate the value of the program to the citizens of Miami-Dade County.

- IV. Facilitate public events. Miami-Dade County as appropriate, will designate staff to coordinate and support the Accelerate events to highlight the initiative's progress.

B. Microsoft intends to perform the following in support of Accelerate Miami-Dade County:

- I. Design and build a comprehensive digital skilling program to address critical digital skills gaps across the Miami-Dade County population, leveraging existing Microsoft and LinkedIn Learning pathways and content (technical skills), as well as novel workforce readiness and development content (non-technical skills).
- II. Deliver tailored digital skills training through education partners based on a data-driven approach to skills gaps and training needs in the Miami-Dade County market. This training will likely commence in the initial phase as virtual-only, to be expanded to in-person training and classroom instruction as the circumstances and restrictions surrounding the COVID-19 outbreak change.
- III. Deliver career readiness training through education partners, informed by LinkedIn analysis and data-driven research into the needs of the Miami-Dade County market. Like above, this will initially be conducted virtually, with plans to extend to in-person training as circumstances evolve.
- IV. Establish paths to employment through corporate partners. Microsoft will work with corporate partners to set hiring commitment targets to ensure that program participants have the opportunity to seek employment through internships, apprenticeships, or full-time employment upon successful completion of the training program and demonstration of skills required to fill roles identified by corporate partners.
- V. Establish paths to employment at Microsoft. Microsoft will leverage the Accelerate Miami-Dade County program to prepare qualified participants to seek employment through internships, apprenticeships, or full-time employment at Microsoft.
- VI. Conduct a comprehensive awareness campaign through digital, print, and out-of-home marketing solutions to ensure that Miami-Dade County citizens are aware of the continued commitment of Microsoft and the Miami-Dade County leadership to addressing skills gaps, access, and digital training needs to continue to provide the citizens of Miami-Dade County with diverse employment and skilling opportunities. Microsoft will hold public events to highlight the initiative's progress with the cooperation of its Partners and Miami-Dade County.

5. Resources/Personnel: TBD

6. Funding:

- A. Any funding provided by Microsoft to County in support of County Initiatives is provided for the sole use and benefit of the County for County purposes only, and is not provided for personal use or benefit of any government employee. Microsoft intends that any investment in County Initiatives be in compliance with all applicable laws, regulations and ethics rules regarding gifts and donations. Microsoft makes these investments without seeking promises or favoritism for Microsoft in any bidding arrangements.

7. Schedule: TBD

8. Metrics (if any):

- A. Identified program metrics include, but are not limited to:
- I. Number of program participants
 - II. Program completion rate
 - III. Internship, apprenticeship, and full-time employment placement rate
 - IV. Increased in realized earnings post-program completion

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EXHIBIT B

ACCELERATE MIAMI-DADE COUNTY COLLABORATIVE ACTIVITIES

Key stakeholders and potential areas for collaboration include, but are not limited to:

1. **Corporate Partners.** Corporate partners are those identified corporations with significant alignment in interests in recruiting skilled and diverse talent within the Miami-Dade County market, and a demonstrated history of community involvement.
2. **Education Partners.**
 - A. **Education Training Partners.** Education training partners are defined as organizations that will be actively involved in the development and delivery of program curricula.
 - B. **Education Stakeholder Partners.** Education stakeholder partners represent the interests of academia and the greater community, and provide oversight on content development and delivery, while not engaging in the day-to-day requirements of that delivery.