

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING A SKILLUP COALITION LOCALIZATION PARTNER AGREEMENT BETWEEN THE CITY OF TAMPA AND SKILLUP COALITION, A CALIFORNIA 501(C) 3 NONPROFIT PUBLIC BENEFIT CORPORATION FOR USE BY THE NEIGHBORHOOD & COMMUNITY AFFAIRS DEPARTMENT, AT NO COST TO THE CITY; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Good Jobs, Great Careers Collaborative Workforce Action Plan was published September 2023; and

WHEREAS, the SkillUp Coalition, a not-for-profit 501(c)3 corporation, registered in the State of California offers Vocational Training Services; and

WHEREAS, the City of Tampa desires to enter into a SkillUp Coalition Localization Partner Agreement with SkillUp Coalition to connect high potential careers consistent with the City’s Good Jobs, Great Careers Collaborative Workforce Action Plan; and

WHEREAS, it is in the best interest of the City of Tampa to approve and authorize an Agreement with SkillUp Coalition to connect high potential careers consistent with the City’s Good Jobs, Great Careers Collaborative Workforce Action Plan.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the SkillUp Coalition Localization Partner Agreement (“Agreement”) between the City of Tampa and SkillUp Coalition, copies of which are attached hereto and made part hereof, are authorized and approved in their entirety or in forms substantially similar thereof.

Section 2. That this Resolution approves the Agreement between the City of Tampa and SkillUp Coalition to extend options for Tampa residents looking to connect to high potential careers consistent with the City’s Good Jobs, Great Careers Collaborative Workforce Action Plan, over a 12-month term, with no renewal options, for use by the Neighborhood and Community Affairs Department.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective provision of this Resolution, which shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall file a fully executed copy of the Agreement to the Good Jobs, Great Careers Collaborative Workforce Action Plan in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

_____.

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s _____

CARL BRODY

ASSISTANT CITY ATTORNEY III



SkillUp Coalition & City of Tampa Agreement

This SkillUp Coalition Localization Partner Agreement (this “Agreement”) is entered into between SkillUp Coalition, a California 501(c)3 Nonprofit Public Benefit Corporation (“SkillUp”) with its principal place of business at 548 Market Street, San Francisco CA 94105 and the City of Tampa, with its principal place of business at 2555 East Hanna, Tampa, Florida 33610, as of January 1, 2026 (the “Effective Date”), through December 31, 2027.

SkillUp acts as a concierge career navigation service for non-degree holders, connecting those looking for a better career to training programs and employers/systems looking to hire or support job seekers. Delivering on this mission, the Central Florida program is inclusive of:

1. SkillUp Tampa experience featuring career navigation resources, curated training programs and employer partnerships

Section 1: Roles & Responsibilities

Roles and responsibilities of primary SkillUp Coalition and City of Tampa are outlined below:

Localization Partner

- Create and host link to the SkillUp Central Florida site connecting TPA-WRX users to SkillUp.
- Facilitate a group training session for the partner career services team on best practices for utilizing the SkillUp platform to navigate careers, training programs, jobs, and resources, and provide ongoing support.
- Cross-promote & market i.e. PR, website reference to partnership, etc.

SkillUp Coalition

- Maintain existing Tampa experience, ensuring relevant occupations, trainings and jobs are listed.
- Provide aggregate data on site performance as needed.
- Include Tampa site in general marketing.

Section 3: Co-Branding & Confidentiality

Reciprocal Trademark Usage. Each Party hereby grants the other Party a non-exclusive, non-sub-licensable, non-transferable, revocable license, during the term of this Agreement, to use its name, trademarks, trade names, and logos (“Marks”) designated by the granting Party, solely for communication and public

outreach in support of the activities described herein and to identify Localization Partner as a participant in the SkillUp coalition, subject to (a) the granting Party's Marks usage guidelines, if any, provided by the granting Party to the other Party and (b) the other conditions in this Section. The use by either Party of the other Party's Marks in connection with this Agreement shall not create any right, title or interest, in or to the granting Party's Marks in favor of non-granting Party and all goodwill associated with the use of such Marks shall inure to the benefit of the granting Party. Each Party agrees that, during the term of this Agreement the other Party may use the granting Party's Marks, only in accordance with the license set forth in this section, on the non-granting Party's website, in collateral materials and in promoting the SkillUp services. For any other uses, the Localization Partner grants SkillUp permission to use The Localization Partner's Marks in accordance with the license set forth in this section, subject to the prior written approval of the Localization Partner for such use of the Marks under this Agreement provided that once SkillUp has secured approval for a particular usage of the Marks, it may continue to deploy that approved usage of the Marks in its marketing and communications activities without seeking re-approval for each such use. In both written and oral communications, both Parties shall represent their relationship and each other's products, services, and offerings accurately. The Localization Partner further agrees not to use any SkillUp Marks to suggest endorsement. The non-granting Party promptly shall correct, modify, or cease any communications concerning the granting Party or employing the granting Party's Marks if directed in writing to do so by the granting Party. The Parties agree that Localization Partner will not use any other SkillUp Coalition member's Marks (including in testimonials, case studies, surveys, marketing materials, press releases, etc.) without prior written consent from SkillUp and the applicable SkillUp Coalition member.

Confidentiality. The parties acknowledge that the Localized Partner is a public entity subject to section 119, Florida Statutes which requires the Localized Partner to release public records that it retains and that the Localized Partner will comply with section 119 upon receipt of a request for records, a public records request which compliance will include providing any responsive records determined to not be subject to a Florida statutory exemption. This may include "Confidential Information" as designated under this Agreement.. "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Receiving Party will use the same degree of care to protect the confidentiality of Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind, but in no event less than reasonable care. The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the this Agreement and (ii) to limit access to Confidential Information

of the Disclosing Party to those employees, contractors and agents who need such access for purposes consistent with this partnership agreement and who have signed or are otherwise subject to confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The confidentiality obligations hereunder are binding and shall survive expiration or earlier termination of this partnership agreement. The obligations under this paragraph shall survive expiration or earlier termination of this Agreement.

Notwithstanding the above, the following shall not be deemed to be Confidential Information: (i) information received by the receiving party lawfully from third parties (without breach of confidentiality obligations); (ii) information derived independently by the receiving party (without reference to the Confidential Information); and (iii) information already in the public domain, including information disclosed in court or regulatory proceedings, through no wrongful act or omission of the receiving party. In addition, any disclosure compelled by law or court order shall not be deemed a breach of the confidentiality obligations hereunder, but the Receiving Party shall provide the Disclosing Party with prompt notice of such compelled disclosure.

Section 4: Other Provisions

- 1. No Joint Venture or Legal Partnership.** While the parties hereunder are collaborating in the localization of the SkillUp offering in the relevant region, no legal partnership, joint venture, agency or other relationship (other than that independent contractor or grantor-grantee), is intended to be created by this Agreement for any purposes. The Localization Partner shall not hold itself out as an agent of SkillUp, and shall not make any commitments (oral or written) on behalf of SkillUp. This paragraph shall survive expiration or earlier termination of this Agreement.
- 2. Ownership of Work Product.** The Localization Partner shall own any pre-existing work product it has created.
- 3. Data Ownership and Use.** As between the Localization Partner and SkillUp, SkillUp shall own all rights in any SkillUp participant data generated, developed, or collected in connection the conduct of the activities hereunder, whether in individual or aggregated form, and the Localization Partner shall treat such data as "Confidential information" as described above. SkillUp acknowledges that data collected in coordination with other agencies, wherein its use is governed by state or federal policies that establish prior ownership, shall supersede the data sharing agreement established herein. To the extent that any activities hereunder involve the collection and use of participant personally identifiable information, the parties shall work collaboratively to develop appropriate privacy and data security policies and practices. This paragraph shall survive expiration or earlier termination of this Agreement.
- 4. Term and Termination.** The term of this Agreement is December 31, 2027. SkillUp reserves the right to terminate the Agreement if (a) Localization Partner fails to materially comply with the terms of this Agreement or applicable laws and regulations, (b) any statements, representations, certifications, or documents provided by Localization Partner are later determined to be false or materially misleading, (c) Localization Partner has

materially failed to undertake the activities outlined in the Agreement following ten (10) days' prior notice of such failure from SkillUp. In any such event, Localization Partner agrees, at SkillUp's request, to repay unspent and uncommitted funds or redirect them to another organization chosen by SkillUp to carry out the purposes of the Agreement.

If Localization Partner has determined that, after best efforts, it is not able to fully perform the activities described in this Agreement, the parties shall discuss in good faith modifications or termination of this Agreement.

Either party may terminate this Agreement without cause by providing thirty (30) notice.

City of Tampa
Brenda McKenzie
Brenda.mckenzie@tampagov.net
2555 E. Hanna Ave
Tampa, FL 33610

SkillUp Coalition
548 Market Street
San Francisco CA 94105

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5. **Limitation of Liability.** IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED OR (B) EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$50,000. This paragraph shall survive the expiration or earlier termination of this Agreement.
 6. The City and SkillUp agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either party. Nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement. Nothing herein is intended to serve

as a waiver of sovereign immunity by either the City beyond that provided in § 768.28, Florida Statutes.

7. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to all matters referred to herein and may not be changed, modified, or waived orally. Any amendment, assignment or subcontract must be in writing, signed by both parties. No failure by either party to insist upon strict compliance by the other party with any provision of this Agreement or to exercise any right accruing from any default of the other party, shall constitute a waiver of any of such party's rights under this Agreement. This Agreement shall be construed under the laws of the State of Florida (without giving effect to conflict of law principles). Any disputes shall be resolved, whether by mediation, arbitration or litigation in Tampa, Florida and the parties consent to such exclusive jurisdiction. If any provision in this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement shall not be construed against the drafter. This paragraph shall survive expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives on the day and year first above written.

SKILLUP COALITION:

CITY OF TAMPA, FLORIDA

By: _____

By: _____

JANE CASTOR, MAYOR

Print Name: _____

SkillUp Coalition
548 Market Street
San Francisco CA 94105

City of Tampa
306 E. Jackson ST.
Tampa, Florida 33602

ATTEST:

(Seal) CITY CLERK/ DEPUTY CITY CLERK

APPROVED AS TO FORM:

Carl Brody
Assistant City Attorney