

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (“MOA” or “Agreement”) is effective this \_\_\_\_ day of June, 2024 (the “Effective Date”) by and between the City of Fairfax Economic Development Authority (“EDA”) and the Town of Vienna, Virginia (“Vienna”) (the EDA and Vienna are collectively referred to as the “Parties”).

WHEREAS, the Parties have mutually agreed to participate in and fund a pilot program called the Culinary Careers Collaborative (“CCC”), which aims to strengthen the food and beverage industry within Vienna and the City of Fairfax (“Fairfax”).

WHEREAS, the CCC serves as a pilot workforce development program that supports the growth of local food service establishments in Vienna and Fairfax by preparing individuals with functional culinary skills through education, upskilling, and job placement assistance.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Statement of Shared Purpose**

The food and beverage industry in the Town of Vienna and the City of Fairfax suffered significantly during the COVID-19 pandemic. Years later, the industry still struggles to perform at its pre-pandemic levels.

The CCC is a strategic initiative that aims to strengthen the food and beverage industry within Vienna and Fairfax. The CCC is a comprehensive four (4) day program designed for residents of each jurisdiction and neighboring regions to upskill or foster career opportunities in the food industry. The CCC offers three (3) distinct tracks to empower individuals at varying stages of their careers.

The Parties will work with the George Mason University (GMU) and the Virginia Restaurant, Lodging & Travel Association Foundation (VRLTA) to execute the CCC and provide workforce support through education and job placement and assist in sustaining the growth and reputation of the culinary communities in each jurisdiction.

### **2. Term**

The term of this Agreement shall be from the date of execution of this Agreement to June 30, 2025. The Parties may agree to extend this Agreement and the CCC upon written approval by each Party and subject to formal approval of appropriation of funds necessary to fund the CCC program.

### 3. Program Monitoring and Measuring Impact

The Parties shall measure project engagement and success using the following key performance indicators:

- **Applicant engagement:** number of applicants per track.
- **Business engagement:** number of participating restaurants.
- **Industry demand:** number of open positions in the food and beverage industry in Vienna and Fairfax.
- **Economic impact:** salary of restaurant workers who complete a track. Businesses may submit gross numbers to avoid disclosure of confidential business/trade secrets.
- **Workforce placement:** hiring numbers of matched graduates from the CCC with local businesses.
- **Social media engagement**

### 4. Roles & Responsibilities

The Parties shall have equal and shared responsibilities and the primary role of the Parties shall be:

A. EDA shall:

- i) Plan and manage the CCC;
  - a. Facilitate financial payment to GMU, VRLTA, and relevant vendors to execute the CCC.
  - b. Develop program timelines, schedules, and budgets in collaboration with relevant stakeholders. Define target audience, create program description, identify target audience.
  - c. Foster a collaborative and positive work environment among program personnel.
  - d. Promote program offerings through various channels, including social media, email campaigns, and website content.
  - e. Develop marketing plan and marketing materials, such as brochures, flyers, and presentations, to attract participants and stakeholders.
  - f. Recruit restaurant participants.
  - g. Attend relevant events, conferences, and meetings to represent the program and engage with potential participants and partners.
  - h. Create a website with link to digital registration form.
  - i. Communicate with businesses and develop partnerships.
  - j. Develop and implement evaluation mechanisms to assess program outcomes, participant satisfaction, and overall program effectiveness.

- k. Collect, analyze, and report data on program performance, participant feedback, and key performance indicators.
  - l. Use evaluation findings to inform program enhancements, strategic planning, and future program development initiatives.
  - m. Maintain accurate records and documentation related to program activities, finances, and compliance requirements.
  - n. Adhere to legal and ethical standards governing program operations, data privacy, and confidentiality.
  - o. Foster partnerships and collaborations with internal and external stakeholders.
  - p. Represent the program in professional networks, forums, and committees to enhance visibility, reputation, and opportunities for collaboration.
  - q. In coordination with George Mason University and the Virginia Restaurant, Lodging & Travel Association Foundation, execute a special program for partners and student participants to facilitate job placement.
- ii) EDA will contribute up to \$60,000 to fund the implementation and operation of the Program.
- a. Program contributions will be transferred upon request to the EDA and distributed to the appropriate parties as part of the Town's contribution to the Program.
  - b. At the conclusion of the Program, the EDA shall return any unused Town contributed funds to the Town.
  - c. EDA will disburse \$25,165 to the School of Sport, Recreation, and Tourism Management at the University to cover expenses, including facility use fees for all three tracks, instructor fees for the advanced and beverage tracks, administrative support, and personnel. EDA will also allocate \$17,035 to VRLTAF to cover expenses, including prerequisite courses for two beginner tracks, instructor fees and supplies for the culinary track, and administrative support and personnel.
  - d. The entire payment shall be made within 7 days upon signing the MOA.
  - e. The budget for the second year of the Program shall be subject to reevaluation and renewal of the Agreement. If necessary, adjustments may be made based on actual expenses incurred during the first year.

B. Vienna shall:

- i) Plan and manage the CCC;
  - a. Develop program timelines, schedules, and budgets in collaboration

with relevant stakeholders. Define target audience, create program description, identify target audience.

- b. Foster a collaborative and positive work environment among program personnel.
  - c. Promote program offerings through various channels, including social media, email campaigns, and website content.
  - d. Develop marketing plan and marketing materials, such as brochures, flyers, and presentations, to attract participants and stakeholders.
  - e. Recruit restaurant participants.
  - f. Attend relevant events, conferences, and meetings to represent the program and engage with potential participants and partners.
  - g. Create a website with link to digital registration form.
  - h. Communicate with businesses and develop partnerships.
  - i. Develop and implement evaluation mechanisms to assess program outcomes, participant satisfaction, and overall program effectiveness.
  - j. Collect, analyze, and report data on program performance, participant feedback, and key performance indicators.
  - k. Use evaluation findings to inform program enhancements, strategic planning, and future program development initiatives.
  - l. Maintain accurate records and documentation related to program activities, finances, and compliance requirements.
  - m. Adhere to legal and ethical standards governing program operations, data privacy, and confidentiality.
  - n. Foster partnerships and collaborations with internal and external stakeholders.
  - o. Represent the program in professional networks, forums, and committees to enhance visibility, reputation, and opportunities for collaboration.
  - p. In coordination with George Mason University and the Virginia Restaurant, Lodging & Travel Association Foundation, execute a special program for partners and student participants to facilitate job placement.
- ii) Contribute up to \$61,500 to fund the operation of the CCC.
- a. Set funds will be transferred to the Fairfax City Economic Development Authority (EDA) and given to the appropriate parties.
  - b. At the conclusion of the Program, the EDA shall return any unused Town contributed funds to the Town.
  - c. The budget for the second year of the Program shall be subject to reevaluation and renewal of the Agreement. If necessary, adjustments may be made based on actual expenses incurred during the first year.

## **5. Public Relations and Social Media**

The Parties, in coordination with George Mason University and the Virginia Restaurant, Lodging & Travel Association Foundation, agree to co-market and co-publicize their partnership and the CCC. This includes featuring accurate logos for the Parties on marketing materials, including highlighting the partnership in the Parties' marketing materials and media coverage. Marketing materials and media releases shall be reviewed and approved by both Parties prior to publication/release.

## **6. Liability**

- A. Nothing herein shall be interpreted or operate as a pledge of the full faith and credit of the Parties or shall bind the Parties to appropriate funds for expenditures related to this MOA. Neither of the Parties can expend funds unless appropriated by their respective town/city councils. Therefore, notwithstanding any provision of this MOA to the contrary, if either of the Parties' respective town/city councils fail(s) to appropriate funds for the continuance of this MOA, this MOA and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.
- B. Unless expressly provided elsewhere in this MOA, no party shall be responsible for the debts, liabilities, and other financial obligations incurred by the party in performing their obligations under this MOA.
- C. The relationship of the Parties to this MOA is that of independent contractors. Nothing contained herein shall be interpreted or operate to create a relationship of partners, joint ventures, brokers, or employment between the Parties. It is agreed that no party shall act as the agent of the other party, except as expressly provided in this MOA, without an express written authorization to act as an agent. Each party shall maintain sole and exclusive control over its personnel and operations.
- D. To the extent permitted by law, the Parties agree that each party shall be solely responsible for the negligent acts or omissions of its employees causing harm to persons not a party to this MOA.

## **7. Non-Discrimination**

The Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances, or regulations, including but not limited to applicable Titles of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

## **8. Miscellaneous**

- A. Should any section or part of any section of this MOA be rendered void, invalid, or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other section

or part of any section of this MOA.

- B. This MOA may not be assigned without the prior written consent of both Parties.
- C. This MOA contains the entire understanding of the Parties and supersedes all prior oral or written agreements. Neither party has relied on any oral or written representation of the others unless such representation is incorporated in this MOA. This MOA cannot be modified except by written document signed by both Parties.
- D. The Parties will work cooperatively to resolve any dispute regarding or arising under this MOA.
- E. This MOA shall be governed, interpreted, and construed under the laws of the Commonwealth of Virginia.
- F. This MOA may be executed in one or more counterparts, each one of which may be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

**9. Authority**

By signing below, each person hereby represents that he/she has the authority to sign this MOA and bind the party to adhere to its terms.

**AGREED to by the duly authorized representatives of:**

**CITY OF FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Christopher Bruno, Executive Director

\_\_\_\_\_  
Date

**TOWN OF VIENNA, VIRGINIA**

\_\_\_\_\_  
Mercury T. Payton, Town Manager

\_\_\_\_\_  
Date