



**MEMORANDUM OF UNDERSTANDING BETWEEN  
TAMPA BAY WORKFORCE ALLIANCE, INC.  
D.B.A. CAREERSOURCE TAMPA BAY  
AND  
BULLARD FAMILY FOUNDATION  
MOU # 2022-300-004**

**I. PARTIES**

This Memorandum of Understanding (“MOU”) is entered into by Tampa Bay Workforce Alliance, Inc. d.b.a. CareerSource Tampa Bay, headquartered at 4902 Eisenhower Blvd, Suite 250, Tampa, FL, 33634, in its capacity as the Local Workforce Development Board (LWDB) for Hillsborough County, hereafter referred to as “CSTB” and Bullard Family Foundation, headquartered at 5308 Van Dyke Rd. Lutz, FL 33558 hereafter referred to as “BFF” or “Partner”.

**II. PURPOSE**

The Workforce Innovation and Opportunity Act (WIOA) of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSTB and the Partner and the actions to be taken by each to assure the coordination of their efforts in an effective “One-Stop” delivery system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough County. In addition, this agreement will establish joint processes and procedures that will enable the Partner and CSTB to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services to residents of Hillsborough County.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

Additionally, this MOU will describe the cooperative workforce development, marketing, and community engagement efforts of CSTB and BFF and the actions to be taken to assure the coordination of their efforts in an effective partnership.

**III. PROVISION OF SERVICES**

A. BFF responsibilities are to:

- i. Provide access to co-located space to act as a resource area for up to two (2) CSTB staff at the Bullard Family Foundation Prosperity Center location at 2011 East Sligh Avenue, Tampa, FL, 33610 for a combined hours of up to 20 hours per week or up to

.5 full-time equivalent. Travel reimbursements shall be subject to Section 112.061, Fla. Sta.

- a. Resource area shall be secured when not in use by CSTB and any alarm code(s), key(s) needed to gain access shall be provided to CSTB.
- ii. Participate in the CSTB Summer Job Connection (SJC) program as an employer.
- iii. Assist CSTB with outreach efforts by distributing CSTB collateral material to partner enrolled WIOA candidates and posting CSTB flyers in the partner office
- iv. Assist with CSTB with marketing and outreach efforts to include:
  - Social media sharing and support, as requested.
  - Publish and promote marketing to kick off a series of milestones and events based upon defined schedule.
  - Guest on Tampa Bay’s Morning Blend local lifestyle show.
  - Include CSTB logo on BFF website and other promotional resources as community sponsor and partner.
  - Press release distribution per event.
  - WIOA Youth event (TBD).
  - CSTB partner events held at the Bullard Family Foundation Prosperity Center such as job fairs, workshops, and misc. programming events.
  - Co-marketing of partnership with CSTB; includes CSTB and BFF events held at the Bullard Family Foundation Prosperity Center.
- v. Notify CSTB of any partner office closures or modified hours of operation

B. CSTB responsibilities are to:

- i. Provide WIOA Adult and Youth job seeker services at the Bullard Family Foundation Prosperity Center.
- ii. Provide CSTB property that includes Technology (10 desktop computers and monitors), Furniture (6 Deluxe Mobile Training tables and 12 Plastic Stackable Black chairs), Equipment (, 1 printer, 1 Samsung 75” QLED Smart TV, 1 Logitech Pro HD Webcam, 1 Logitech Wireless mouse/keyboard combo) other miscellaneous office supplies that is needed to provide job seeker services, for the duration of this MOU.
- iii. Provide up to two (2) CSTB Staff members whose combined total hours is equivalent to up to .5 full time equivalent or up to twenty (20) hours per week at an estimated annual value of up to approximately \$30,718.25 to provide adult and youth services.
- iv. Register all partner participants into Employ Florida.
- v. Enrollment of partner participants in WIOA Adult and WIOA Youth programs and services.
- vi. Register the Bullard Family Foundation as SJC employer.
- vii. Support of Bullard Family Foundation Youth Leadership Academy initiatives by assisting with enrollment in WIOA Youth programs, Leadership workshops and SJC participation.
- viii. Host and plan annual Career Fair and Workshop
- ix. Identify CSTB program funding opportunities for eligible candidates and employers.
- x. Provide expertise in identifying necessary skills and competencies for targeted occupations.
- xi. Provide skills assessment and job coaching.
- xii. Provide dress for success, resume writing, interviewing skills, ESOL and GED.

- xiii. Prescreen and enroll qualified candidates into CSTB Workforce programs and/or current initiatives, such as apprenticeship program, Paid Work Experience (PWE), Incumbent Worker Training (IWT), and On-The-Job Training (OJT).
- xiv. Participate in BFF on-site events.
- xv. Host job fair, workshops, and recruiting events at the Bullard Family Foundation Prosperity Center for Sligh Middle School families and surrounding community area.

#### **IV. INFORMATION TECHNOLOGY INFRASTRUCTURE**

Bullard Family Foundation Prosperity Center utilizes Hillsborough County Schools Information Technology (IT) infrastructure. Hillsborough County Schools has allowed CSTB to utilize its existing wired/wireless data network via configured VLAN and applying federal minimum required filters, as appropriate.

#### **V. TERM**

This MOU is effective upon execution as set forth in Section XVI and shall continue through June 30, 2023. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice. This MOU may be renewed at the written approval of both parties.

#### **VI. AMENDMENTS**

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

#### **VII. NOTICES**

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid, to the following addresses:

**If to CSTB:**

CareerSource Tampa Bay  
4902 Eisenhower Blvd. Suite 250  
Tampa, FL 33634  
Attention: John Flanagan, President & CEO  
Email: [FlanaganJ@careersourcetb.com](mailto:FlanaganJ@careersourcetb.com)

**If to Partner:**

Bullard Family Foundation  
5308 Van Dyke Rd.  
Lutz, FL 33558  
Attention: Phuong Nguyen, Executive Director  
Email: [phuong@bullardfamilyfoundation.org](mailto:phuong@bullardfamilyfoundation.org)

or to such other address as a party may have specified in writing to the other party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

### **VIII. FISCAL NON-FUNDING CLAUSE**

This MOU is subject to funding availability. In the event funding to this MOU is reduced, unavailable, or are subsequently determined not to be eligible to fund this MOU, including, but not limited to, federal or state funds, CSTB shall notify the BFF of such occurrence, and CSTB may terminate this MOU, without penalty or expense to CSTB, upon no less than twenty-hours (24) hours written notice to the Partner.

### **IX. PROVISIONS REGARDING ACCESS TO RECORDS**

The Partner will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- i) Keep and maintain public records required by CSTB to perform the services, for a period of 5 years.
- ii) Upon request from CSTB, provide CSTB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the MOU if the Partner does not transfer the records to CSTB.
- iv) Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service. If the BFF transfers all public records to CSTB upon completion of the MOU, the Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- v) If the Partner keeps and maintains public records upon completion of the Contract, the Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

Failure of the Partner to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this MOU by CSTB.

### **X. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY**

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

### **XI. STEVENS AMENDMENT**

When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project which

will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

## **XII. INDEMNIFICATION**

To the extent not otherwise limited by applicable law, each party shall indemnify, hold harmless, and defend the other and its respective agents and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission, fraud, defalcation, or breach of any provision or covenant of this Agreement or applicable law by either party, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation or benefits payable by or for any of the Indemnified Parties on account of any insurance limits, workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes, if applicable. These provisions shall survive the expiration or termination of this Agreement.

## **XIII. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

## **XIV. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CSTB, and **Bullard Family Foundation** and no third party is an intended beneficiary under this MOU.

## **XV. AFFILIATE CENTER**

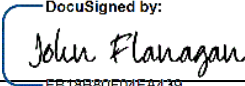
An affiliated site, or affiliate one-stop center, is a site that makes available to job seeker and employer customers one or more of the [required one-stop partner programs](#), services, and activities. An affiliated site does not need to provide access to every required one-stop partner program. Any site that makes one or more of the one-stop partner programs, services, or activities available must be considered an affiliate one-stop and certified as such by CSTB. In addition, just as is required of comprehensive American Job Centers, affiliated sites must be physically and programmatically accessible to individuals with disabilities, as required by section 188 of WIOA and its implementing regulations at 29 CFR part 38 and applicable [One-Stop Certification Requirements](#).

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By signature below, BFF certifies compliance with the American with Disabilities Act and applicable One-Stop Certification requirements.

**XVI. SIGNATURES**

The parties have duly executed this Agreement as of the last date set forth below, by their respective signatures:

DocuSigned by:  
  
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\_\_\_\_\_  
John Flanagan  
President & CEO  
CareerSource Tampa Bay

6/28/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Phuong Nguyen  
Executive Director  
Bullard Family Foundation

6/28/22  
\_\_\_\_\_  
Date