

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CAREERSOURCE TAMPA BAY  
ONE STOP CAREER CENTER SYSTEM  
AND  
LUTHERAN SERVICES FLORIDA  
MOU # 2021-300-009**

**I. PARTIES**

This Memorandum of Understanding (“MOU”) is entered into between Tampa Bay Workforce Alliance, Inc., doing business as CareerSource Tampa Bay hereafter referred to as “CSTB”, a Florida not-for-profit corporation, in its capacity as the administrative entity for Region 15 Workforce Development Board, and Lutheran Services Florida, hereafter referred to as the “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 Lutheran Services Florida 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 of efforts 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.

**III. PROVISION OF SERVICES**

A. CareerSource Tampa Bay’s responsibilities are to:

1. Coordinate periodic meetings to review Temporary Assistance for Needy Families (TANF) outcomes and discuss appropriate action steps to resolve issues.
2. Conduct periodic training to Lutheran Services staff on TANF policies and procedures.
3. Submit monthly key TANF programmatic reports to Lutheran Services to track performance.

4. Conduct periodic workforce development programmatic monitoring on Lutheran Services TANF cases throughout the Program Year to ensure compliance with federal, state and local operating procedures. Share monitoring results with Lutheran Services for necessary actions.
5. Abide by all policies, rules, procedures, to include Florida Statutes, policies and local operating procedures.
6. Share information with Lutheran Services on CSTB programs and services and special grant funded programs that are available.
7. Review MOU annually and solicit feedback from the partner regarding improvements, changes and/or additions.

**B. The Partner's responsibilities are to:**

1. Provide TANF services to the mandatory referred refugee population in Hillsborough County.
2. Promote CSTB programs and services to program participants.
3. Respond timely to requests for any and all programmatic performance reports.
4. Respond timely to all TANF programmatic monitoring reports and develop a corrective action plan as necessary to address any findings and other noncompliance issues.
5. Abide by all CSTB, Federal and State laws, to include Florida Statutes, policies, procedures and local operating procedures.
6. Participate in scheduled TANF meetings to provide updates on new processes and review programmatic outcomes.

**IV. 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, CEO

**If to Partner:** Lutheran Services Florida  
3625 W. Waters Avenue  
Tampa, FL, 33614  
Attention: Samuel Sipes, CEO

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.

For information regarding monthly reporting, training and general management, the Lutheran Services point-of-contact is Jacqueline Escandell, Supervisor 1; Email: [Jescandell@lsfnet.org](mailto:Jescandell@lsfnet.org).

## **V. TERM AND RENEWAL**

This MOU is effective upon execution as set forth in Section XV of this agreement and shall continue for a period of one (1) calendar year thereafter. This MOU may be renewed at the mutual approval of both parties. No automatic renewals shall take effect. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

## **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. 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.

## **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 Partner of such occurrence, and CSTB may terminate this MOU, without penalty or expense to CSTB, upon no less than twenty-four (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 Partner 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. 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.

#### **XI. 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.

#### **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. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Tampa Bay and Lutheran Services Florida and no third party is an intended beneficiary under this MOU.

#### **XIV. GOVERNANCE**

The accountability and responsibility for One-Stop Career Center System's organizational activity and accomplishments will rest with CareerSource Tampa Bay and the local Chief Elected Officials

(CEOs), i.e. the Board of County Commissioners, Hillsborough County. Pursuant to the Workforce Innovation Act (WIOA), Sec. 121(a)(3), the local Board in partnership with the CEOs shall conduct oversight with respect to the One-Stop delivery system.

**XV. SIGNATURES**

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

\_\_\_\_\_  
Samuel M. Sipes  
President/CEO  
Lutheran Services Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Flanagan  
Chief Executive Officer  
CareerSource Tampa Bay

\_\_\_\_\_  
Date