

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA IS FOR VETERANS, INC.
AND
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective as of its date of execution (“Effective Date”) by and between, Florida is for Veterans, Inc., doing business as Veterans Florida, a Florida non-profit corporation (“Veterans Florida”), and the Florida Department of Economic Opportunity (“Department”). Individually, the Department and Veterans Florida, may hereinafter be referred to as a “Party” or collectively referred as the “Parties”.

- 1. PURPOSE:** This MOU describes the agreed to responsibilities of the Department and Veterans Florida in the promotion of the Department of Defense’s (DoD) SkillBridge Program. Veterans Florida has been designated as Florida’s principal SkillBridge assistance organization to employers and transitioning service members. SkillBridge encourages active military service members to capitalize on training and development opportunities provided by public and private organizations. Military service members, who meet DoD criteria to participate in the SkillBridge program and who are within 180 days of separating from service and have completed at least 180 days of service, are eligible for consideration. The Department administers talent development programs for the state with Local Veteran Employment Representatives (LVER) and Disabled Veteran Outreach Program (DVOP) specialists at Local Workforce Development Boards.
- 2. PARTIES:**

Veterans Florida
930 Thomasville Road, Suite 100
Tallahassee, Florida 32303

Agreement Signer:
Joe Marino, Executive Director
marino@veteransflorida.org

Agreement Manager:
Sheila Helton, Grants Manager
helton@veteransflorida.org

Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399

Agreement Signer:
Adrienne Johnston, Deputy Secretary, Division of Workforce Services
adrienne.johnston@deo.myflorida.com

Agreement Manager:
Exit Smith, State Veterans Program Coordinator
exit.smith@deo.myflorida.com

3. **TERM OF MOU:** This MOU is effective upon the date on which the last Party has signed the MOU and shall terminate on January 1, 2023.

4. **RENEWAL AND EXTENSION:** This MOU may be renewed or extended with appropriate modifications in writing through an executed amendment as agreed upon by the Parties. A renewal or extension are subject to the same terms and conditions set forth in the initial MOU and any written amendments signed by the Parties.

5. **RESPONSIBILITIES OF THE PARTIES:**

The Department shall:

- A. Instruct LVERs at Local Workforce Development Boards on the following:
 - i. The process of referring employers interested in SkillBridge participation to Veterans Florida.
 - ii. How to market/promote SkillBridge opportunities, on behalf of Veterans Florida, to Florida employers.
- B. Ensure veterans referred by Veterans Florida are contacted by the appropriate Local Workforce Development Board and provided priority employment services upon request.
- C. Develop statewide guidance regarding the referral of Florida employers or veterans to Veterans Florida.

Veterans Florida shall:

- A. Assist referred Florida employers in obtaining DoD approval of the SkillBridge internship program offered to eligible service members, where applicable.
- B. Assist with marketing and outreach of the SkillBridge program to service members and employers.
- C. Accept applications to match service members to the employer's internship program following program approval.
- D. Refer veterans seeking employment services to the Department as an additional service and employment resource.

Each Party shall designate a point of contact for referrals.

5. **PUBLIC RECORDS:** Veterans Florida adheres to Chapter 119, Florida Statutes, and those portions of chapter 286, Florida Statutes, relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. The Department shall fully cooperate with Veterans Florida regarding its efforts to comply with the requirements of Florida's public records laws. All communications, expenditure information, and any other information concerning this Agreement provided to Veterans Florida may be made public at any point in time unless otherwise made confidential by Florida law.

The Parties shall keep and maintain public records required by each Party to perform the responsibilities of this MOU. Each Party shall, upon request from either Party's custodian of public records, provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, per the cost structure provided in Chapter 119, Florida Statutes, and in accordance with all other requirements of Chapter 119, Florida Statutes, or as otherwise provided by law. Upon expiration or termination of this MOU, the Parties shall transfer, at no cost, all public records in possession of each Party or keep and maintain public records required by the Parties to perform this MOU. If the Parties keep and maintain public records upon completion of this MOU, the Parties shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to the requesting Party, upon request from the Party's custodian of records, in a format that is compatible with the information technology systems of the requesting Party.

If either Party does not possess a record requested through a public records request, the requesting Party shall notify the other Party of the request as soon as practicable, and the Party must provide the records to the requesting Party or allow the records to be inspected or copied within a reasonable time.

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT FLORIDA IS FOR VETERANS, INC., CUSTODIAN OF PUBLIC RECORDS AT 930 THOMASVILLE ROAD SUITE 100, TALLAHASSEE, FLORIDA 32303, PHONE NUMBER: (850) 296-8116, E-MAIL ADDRESS: INFO@VETERANSFLORIDA.ORG.

Veterans Florida acknowledges that the Department is subject to the provisions of Chapter 119, Florida Statutes, relating to public records and that reports, invoices, and other documents Veterans Florida submits to the Employer under this MOU may constitute public records under Florida Statutes. Veterans Florida shall cooperate with the Department regarding the Department's efforts to comply with the requirements of Chapter 119, Florida Statutes.

If Veterans Florida submits records to the Department that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Veterans Florida prior to submittal to the Department. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, Florida Statutes, prior to submittal of the record to the Department serves as Veterans Florida's waiver of a claim of exemption. Veterans Florida shall 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 MOU term and following completion of the MOU if Veterans Florida does not transfer the records to the Department upon termination of the MOU.

6. **RESTRICTIONS:** This MOU shall not be construed to create any legal obligation on the part of any Party, nor shall it be construed to provide a private right or cause of action for or by any person or entity. The MOU in no way restricts either Party from participating in any activity with other public or private agencies, organizations, businesses, or individuals. Nothing in this MOU shall be construed as establishing a new entity of any kind or nature between the Parties, nor shall it be construed as creating any obligation between the Parties to establish a new entity of any kind or nature between the Parties. This MOU establishes only that the Parties have an intent to work together whenever beneficial for both Parties. Nothing in this MOU is intended to or shall be deemed to constitute an employee/employer relationship, agent relationship, or joint venture between the Parties.
7. **DISPUTES:** In the event that a dispute arises under this MOU, the dispute shall be resolved by a conflict resolution process determined to be appropriate under the circumstances by the Parties involved. The Parties agree that this MOU is executed and entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the MOU. The exclusive venue of any legal or equitable action that arises out of or relates

to the MOU shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

8. **GOVERNANCE:** This MOU is entered pursuant to and under the authority granted by the laws of the state of Florida and any applicable federal laws. The provisions of this MOU shall be construed to conform to those laws. In the event of an inconsistency in the terms of this MOU, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - A. Applicable state and federal statutes and rules;
 - B. Statement of responsibilities; and
 - C. Any other provisions of the MOU, including materials incorporated by reference.
9. **MODIFICATION:** This MOU and the responsibilities therefrom pertaining for each Party may be amended or modified only by agreement, formalized in a written amendment (or amendments) to this MOU, and with the written assent of the relevant authority for each organization.
10. **TERMINATION:** Either Party may terminate its participation under this MOU, without penalty or any further obligation to the other Party hereto, upon 30 days prior written notification to the other Party.
11. **LIABILITY AND INDEMNIFICATION:** Veterans Florida shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Veterans Florida, its agents, employees, partners, or subcontractors, provided, however, that Veterans Florida shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

No Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

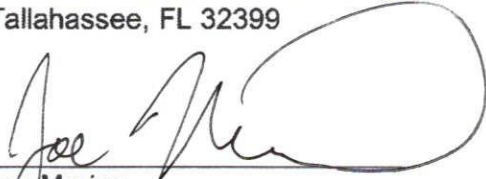
Paragraph headings are for convenience only and shall not be used to interpret any terms of this MOU. This MOU is integrated and contains the entire understanding of the subject matter hereof. No Party hereto has made any warranty or representation to any other Party hereto as a material enticement to enter into this MOU, nor has any Party hereto relied upon any statement or averment by any other Party hereto when deciding to enter into this MOU.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding.



Adrienne Johnston
Deputy Secretary, Division of Workforce Services
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, FL 32399

Date 12/17/21



Joe Marino
Veterans Florida
930 Thomasville Road, suite 100
Tallahassee, FL 32303

Date 12/20/21