

**MEMORANDUM OF UNDERSTANDING  
AND INFRASTRUCTURE FUNDING AGREEMENT  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN  
BREVARD WORKFORCE DEVELOPMENT BOARD, INC.  
d.b.a. CAREERSOURCE BREVARD  
AND  
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**

**I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the **Florida Department of Education, Division of Blind Services** ("Partner") and **Careersource Brevard** ("CSB").

**II. PURPOSE**

The Act 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 the Act.

The Act requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSB and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Brevard County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Brevard 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. The CSB has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CSB agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include,

- but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
  3. Provide screening, testing and employment assistance as appropriate.
    - All applicable screening and test results will be jointly shared between Partner and CSB.
    - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
    - All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
  4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
  5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public consistent with DEO credentialing requirements.
  6. As needed, and mutually agreed-to, provide an area for the Partner's meetings and/or co-location as space and funding permits (see Section VII Below).
  7. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) General Manager, the CSCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
    - a. Partner staff shall adhere to the CSCC dress code and require the same of their customers.
    - b. Customers will also be required to adhere to child-friendly hours.
    - c. Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
    - d. Partner is responsible for notifying scheduled customers of the changes.
  8. The contact information for CSB is as follows:

Rick Lepre, Contracts and Policy Officer

297 Barnes Blvd, Rockledge, FL 32955  
Telephone Number: 321-394-0516  
Fax Number: 321-504-2065  
E-Mail: rlepre@careersourcebrevard.com

C. Partner agrees to perform the following functions under this MOU:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system.
2. Coordinate with CSB to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Assist CSB with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.
  - All applicable screening and test results will be jointly shared between Partner and CSB.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants will have a duly authorized parent or guardian sign joint release of information consent forms.
4. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with § 678.700 through § 678.755 of the WIOA and the funding of shared services and operating costs in accordance of § 678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
5. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
6. Provide feedback to CSB management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSB staff.
8. The contact information for Partner is as follows:

Robert Doyle III, Director  
Florida Department of Education, Division of Blind Services  
325 W. Gaines Street, Tallahassee, FL 32399

Telephone Number: 850-245-3809  
 E-mail: [Robert.Doyle@dbs.fldoe.org](mailto:Robert.Doyle@dbs.fldoe.org)

#### **IV. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

#### **V. CONFIDENTIALITY OF RECORDS**

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

#### **VI. INFRASTRUCTURE COSTS**

All costs included in this Agreement, allocated according to the Partner's proportionate use and relative benefits received, and will be reconciled on a regular, no less than annual, basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

Below is the overall operating budget for CareerSource Brevard's Career Centers:

Budget Line-Item:	Budget:
Janitorial Services	\$ 26,650
Telecommunications Services	49,339
Telephone	18,289
Electricity	77,518
Water/Sewer/Trash	8,677
Office Space Lease	86,210
Vehicle Leases & Rentals	249
Storage Rental	8,552
Postage Meter Rental	990
Equipment Rental	467
Property Insurance	16,514
Office Machine Maintenance	16,950
Facility Maintenance	27,762
Office Inventory	27,621
Computer Software & Supplies	63,938
Subscriptions	13,664
Office Equipment	<u>87,855</u>

Total Budget	<u>\$ 931,245</u>
Career Center FTEs	66
Annual Cost per FTE	<u>\$14,110</u>

**COST ALLOCATION METHODOLOGY**

All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSource Brevard network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. The Florida Division of Blind Services, as a required partner, must contribute to the cost of infrastructure and certain additional services.

CareerSource Brevard selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance on non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

As outlined in this Agreement, the costs of the infrastructure of CareerSource Brevard's workforce delivery network will be funded in accordance with the requirements of Workforce Innovation and Opportunity Act of 2014; federal cost principles; and all other applicable legal requirements.

**PARTNER CONTRIBUTION**

Below is the partner contribution costs:

1 FTE	Flat Fee 14,110
Partial FTE	Will be prorated based on the 14,110 For example, 1 day per week = 20% or 2,126.60

Based upon trends in the previous two program years, it is estimated in program year 17-18 that CareerSource Brevard will expend six (6) hours per week to serve the Partner's target population.

The costs for serving the Partner's target population, based upon staffing of 66 FTEs, is calculated to be  $66 \times 40 / 6$  per week = 0.22727% = \$2,116.44 annually

To cover these costs, the Partner will provide training to CareerSource Brevard provider staff in the areas of:

- Overview of Division of Blind Services
- Disability Sensitivity Training
- Access: Forms of Visual Impairments and Assistive Technology Tools & Accommodations
- Tools and Resource for Communicating and Engaging Businesses

Frequency of Partner provided training will be one topic per quarter at each of CareerSource Brevard's three Career Centers for an hour per training session. The Partner contribution cost for this training is \$2,088.00

The remaining \$28.44 of costs will be covered by the Partner assisting CareerSource Brevard's identified points of contact on assisting potentially eligible individuals in completing the online application for Partner services, as well as being available via telephone for assistance as required.

All CareerSource Brevard's Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

**VII. TERM**

The Term of this MOU shall commence on January 1, 2018 for one year, regardless of the date executed by both parties, and will renew after the first year for one two (2) year renewal, unless otherwise terminated by either party. This MOU replaces MOU IA-829 in its entirety. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services.

**VIII. AMENDMENTS AND MODIFICATIONS**

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 sent via certified U. S. Mail.

**IX. 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.

**X. THIRD PARTY BENEFICIARY**

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

**XI. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop delivery system.

**XII. DISPUTE RESOLUTION (MOU)**

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the

local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Brevard and the Director of the Division of Blind Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Brevard and to the Director of the Division of Blind Services, Partner or impose other remedies to resolve the issue.

### **XIII. DISPUTE AND IMPASSE RESOLUTION (IFA)**

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed:

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Brevard and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Brevard and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

**XIV. SIGNATURES**

**IN WITNESS WHEREOF**, Partner and CSB have caused this MOU to be duly executed as of the date set forth below.

**APPROVED BY:**  
CareerSource Brevard

**APPROVED BY PARTNER:**  
Florida Department of Education

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Marci Murphy

**Name:** Pam Stewart

**Title:** President

**Title:** Commissioner of Education

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM**

### **I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the Partner), Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard (hereafter referred to as "CareerSource"), and Board of County Commission.

### **II. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") 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 CareerSource and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Brevard County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Brevard 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. The Brevard County Board of County Commissioners has designated CareerSource to act as the administrative entity, grant recipient and fiscal agent for Brevard County. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide eligible career seekers access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities consistent with WIOA Title 1, authorizing statutes, and related legislation for: WIOA adult, dislocated worker and youth programs; Employment services authorized under the Wagner-Peyser Act; Florida Reemployment Assistance Program; Trade Adjustment Assistance (TAA) activities authorized under chapter 41 of title 38, U.S.C.; and Temporary Assistance

for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (unless exempted by the Governor under §678.405(b) of the WIOA NPRM);

3. Coordinate with the Partner to ensure that the needs of eligible adult career seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
4. Provide screening, testing and employment assistance as appropriate.
  - All applicable screening and test results will be jointly shared between Partner and CareerSource.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
5. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
  - As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to Partner staff in the CareerSource Rockledge and Palm Bay career centers, as space permits, that include the following:

- Office Space Lease (1 space in each career center)
- Electricity
- Water/Sewer/Trash
- Janitorial Services
- Property and Liability Insurance
- Facility Maintenance
- Reception Staff Services
- IT Technical Support
- Telephone Service
- Telecommunication services
- Computer Equipment Usage
- Copier/Printer/Fax Usage
- Computer Software and Supplies

- Partner will provide its own general office supplies and outreach collateral
6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public in accordance with DEO credentialing requirements.

Provide an area for the Partner's meetings and/or co-location as space permits.

- B. To facilitate and maintain collaboration, cooperation and ongoing communication with CareerSource and the Career Centers' (CSCC) General Manager, the CSCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
1. Partner staff shall adhere to the CSCC dress code and require the same of their customers.
    - Customers will also be required to adhere to child-friendly hours.
  2. Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
    - Partner is responsible for notifying scheduled customers of the changes.
- C. The Partner will perform the following functions:
1. Coordinate with CareerSource to provide access to Vocational Rehabilitation services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.
  2. Coordinate with CareerSource to ensure that the needs of eligible adult career seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
  3. Assist CareerSource with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.
    - All applicable screening and test results will be jointly shared between Partner and CareerSource.
    - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
    - All youth participants will have a duly authorized parent or guardian sign joint release of information consent forms.
  4. Coordinate with CareerSource for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
  5. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
  6. Provide CareerSource with monthly outcome numbers for performance data tracking.
  7. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

8. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

#### **IV. DISPUTE RESOLUTION**

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Brevard County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

#### **V. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

#### **VI. CONFIDENTIALITY OF RECORDS**

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

#### **VII. INFRASTRUCTURE COSTS**

Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

Should co-location occur, a modification for shared costs will be executed for this Agreement.

#### **VIII. TERM**

This MOU is effective July 1, 2016 through June 30, 2017 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

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.

## IX. 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.

## X. NOTICES AND COMMUNICATION

All notices required herein shall be considered received when delivered to:

For CareerSource Brevard:

Sandi Briles, Contracts Officer  
297 Barnes Blvd  
Rockledge, Florida 32955  
Phone: (321) 394-0516  
Email: [sbriles@careersourcebrevard.com](mailto:sbriles@careersourcebrevard.com)

For Division of Vocational Rehabilitation:

Wayne Olson, Area 3 Director  
3555 Maguire Blvd, Suite 205  
Orlando, FL 32803  
Phone: 407-897-2725  
Email: [Wayne.Olson@vr.fldoe.org](mailto:Wayne.Olson@vr.fldoe.org)

The following individuals have been established by the parties to act as the primary points of contact to provide performance oversight and technical direction:

For CareerSource Brevard:

Caroline Joseph-Paul, CSB One-stop Operator General Manager  
295 Barnes Blvd  
Rockledge, Florida 32955  
Phone: (321) 394-0650  
Email: [cpaul@careersourcebrevard.com](mailto:cpaul@careersourcebrevard.com)

For Division of Vocational Rehabilitation:

Wayne Olson, Area 3 Director  
3555 Maguire Blvd, Suite 205  
Orlando, FL 32803  
Phone: 407-897-2725  
Email: [Wayne.Olson@vr.fldoe.org](mailto:Wayne.Olson@vr.fldoe.org)

In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.

**XI. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource, the Partner, and the Brevard County Board of County Commissioners and no third party is an intended beneficiary.

**XII. GOVERNANCE**

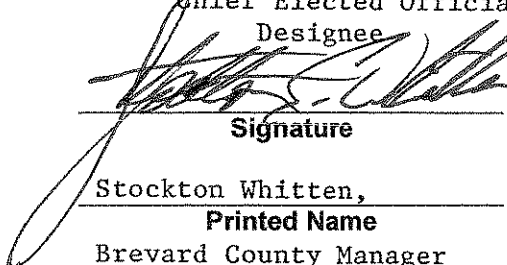
The accountability and responsibility for the One-stop System's organizational activities and accomplishments will rest with CareerSource and the Brevard County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2009, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop system.


**SIGNATURES**


**Board of County  
Commission:  
Chief Elected Official  
Designee**

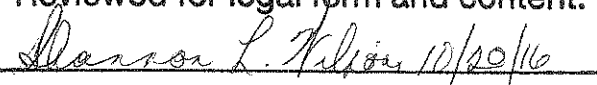
**CareerSource Brevard:**

**Department of Education  
(Partner):**

  
\_\_\_\_\_  
**Signature**  
Stockton Whitten,  
\_\_\_\_\_  
**Printed Name**  
Brevard County Manager  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Signature**  
Marci Brilley, President  
\_\_\_\_\_  
**Printed Name**  
9/29/16  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Signature**  
\_\_\_\_\_  
**Printed Name**  
11/23/16  
\_\_\_\_\_  
**Date**

Reviewed for legal form and content:  
  
\_\_\_\_\_  
**(Assistant) County Attorney**

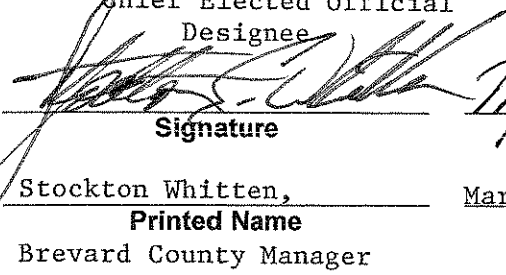

**XI. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource, the Partner, and the Brevard County Board of County Commissioners and no third party is an intended beneficiary.

**XII. GOVERNANCE**

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource and the Brevard County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

**SIGNATURES**

<b>Board of County Commission:</b> Chief Elected Official Designee  _____ <b>Signature</b> _____ Stockton Whitten, <b>Printed Name</b> Brevard County Manager _____ <b>Date</b>	<b>CareerSource Brevard:</b>  _____ <b>Signature</b> _____ Marci Brilley, President <b>Printed Name</b> _____ 9/29/16 <b>Date</b>	<b>Department of Education (Partner):</b> _____ <b>Signature</b> _____ <b>Printed Name</b> _____ <b>Date</b>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

Reviewed for legal form and content:

Shannon L. Kilian 10/20/16

(Assistant) County Attorney

## Memorandum of Understanding

Between

Brevard Workforce Development Board, Inc.

d/b/a CareerSource Brevard

and

AARP Foundation

This Memorandum of Understanding (MOU) is entered into by and between Brevard Workforce Development Board, Inc. (BWDB) d/b/a CareerSource Brevard (CSB) and the AARP Foundation (AARP).

- 1. Period of Agreement:** This agreement becomes effective on the date the MOU is fully executed by the parties and will continue in effect until either party wishing to withdraw from this agreement provides 30 day notice to the other party.

This agreement may be modified at any time by written agreement between the parties.

- 2. Purpose:** Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSB, through the CareerSource Brevard Career Centers (CSBCC), and AARP enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners, specifically in support of AARP's Senior Community Service Employment Program. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.



**3. General Responsibilities of the Parties:** The parties agree to participate in the One-Stop delivery system, by committing to the following, but not limited to:

- A. Assist with outreach and recruitment as necessary
- B. Ensure a seamless delivery of their respective services through a coordinated and efficient approach
- C. Mutual referral of clientele to the respective party
- D. Designation of a staff person to function as the key resource person for each respective program.
- E. Provide each other with service information such as: location and telephone number of service agencies, and criteria for appropriate referrals.
- F. Share information with community partners
- G. Promote One-Stop delivery of services

**4. Role and Responsibilities of CSB**

- A. Make available office space for one AARP representative at each of CSBCC's three locations, to include, but not limited to access to an interview room, phone, fax and copy equipment. CSB shall also provide computer usage, IT and telecommunication services, IT support, computer software and supplies, telephone service, and other office and communication services.
- B. Facilitate and maintain collaboration, cooperation and ongoing communication between the parties.
- C. Keep parties informed in latest developments regarding workforce employment and training, sequence of services in the one-stop centers, priority targeted populations, etc.
- D. Facilitate monthly meetings of the partners

**5. Role and Responsibilities of AARP**

- A. Provide work experience and training opportunities to economically disadvantaged persons aged 55 years and older in accordance with Senior Community Service Employment Program (SCSEP) requirements.
- B. Attend all operational staff meetings and training as indicated by the General Contractor of the CSBCC's.

- C. Work the same hours as the BWCC hours of operation.
- D. Address any changes to AARP staff regular work schedule with the appropriate CSBCC Center Manager in a timely manner, so as to allow for adequate time to plan alternative customer scheduling;
- E. Work with the CSBCC to ensure all necessary and proper documentation for evaluation of the program goals and objectives is provided for submission to the State of Florida, BWDB, and other appropriate funding sources if needed.
- F. Establish a process whereby AARP information is disseminated to CSBCC site managers in a timely manner for issuance to the rest of the CSB staff.
- G. All requests for SCSEP assistance by the customers of the CSBCC shall be addressed by AARP in a timely manner.
- H. Ensure all prospective applicants register in the Employ Florida Network.
- I. Facilitate and maintain collaboration, cooperation and ongoing communication between the parties.

#### **6. Notices and Communication**

The following individuals shall serve as points of contact to receive notices and communication and act as liaisons between the parties for all contractual matters:

**For Brevard Workforce:**

Rick Lepre, Contracts and Policy Officer  
297 Barnes Blvd.  
Rockledge, FL 32955  
Phone: 321-394-0 Fax: 321-504-2065  
Email: rlepre@careersourcebrevard.com

**For AARP Foundation SCSEP:**

Nancy Heller, Project Director  
AARP Foundation  
17 E. Hibiscus Blvd. Melbourne, FL 32901  
Phone: 321-956-1444  
Email: nheller@aarp.com

The following individuals shall serve as points of contact for the day-to-day operations at the Brevard Workforce Career Centers:

**For CSB:**

Caroline Joseph-Paul, CSB One-Stop Operator Managing Director  
295 Barnes Blvd.  
Rockledge, FL 32955  
Phone: 321-394-0650  
Email: [cpaul@careersourcebrevard.com](mailto:cpaul@careersourcebrevard.com)

**For AARP Foundation SCSEP:**

Nancy Heller, Project Director  
AARP Foundation  
17 E. Hibiscus Blvd. Melbourne, FL 32901  
Phone: 321-956-1444  
Email: [nheller@aarp.com](mailto:nheller@aarp.com)

Demetri Antzoulatos  
VP, Finance and Operations  
AARP Foundation  
w: 202-434-2272  
e: [dgantzoulatos@aarp.org](mailto:dgantzoulatos@aarp.org)

**7. Dispute Resolution**

Each party shall provide written notice to the other party of any dispute regarding this agreement or the services it is intended to provide. The receiving party must in turn respond in writing no later than 30 days from the date of receipt. If the parties are unable to resolve the dispute using this method, the matter shall be forwarded to the BWB Executive Committee for resolution, whose decision shall be final.

**8. Funding of One-stop Center Infrastructure and Services Costs**

As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties agree the true market value of the CSB Provision of Services stated in Section 4 above is \$24,200 per year for infrastructure costs and \$27,000 for services for a total value of \$51,200. The parties agree that

the true market value of the AARP Provision of Services stated in Section 5 is \$50,000.

AARP agrees to pay CSB a fee of \$1,200 per year for the difference in values, to be assigned as rent. AARP shall pay \$300 per quarter in advance to CSB.

**9. Signature Authority**

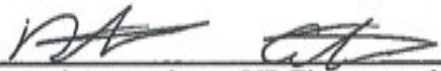
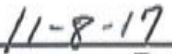
The persons listed below attest authority to bind their respective party in a contractual agreement, and by signing below, this Memorandum of Understanding is agreed to by the following parties on the dates indicated.

**FOR: Brevard Workforce Development Board, Inc.**

 \_\_\_\_\_   
Marci Murphy, President Date

**FOR: AARP Foundation**

 \_\_\_\_\_   
Nancy Heller, Project Director Date

 \_\_\_\_\_   
Demetri Antzoulatos, VP Finance and Operations Date

**MEMORANDUM OF UNDERSTANDING  
AND INFRASTRUCTURE FUNDING AGREEMENT**

**ONE-STOP CAREER CENTER SYSTEM**

**BY AND BETWEEN**

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.  
d.b.a. CAREERSOURCE BREVARD**

**AND**

**EASTERN FLORIDA STATE COLLEGE CAREER & TECHNICAL SUPPORT SERVICES**

**I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the **Florida Department of Education, Division of Blind Services** ("Partner") and **Careersource Brevard** ("CSB").

**II. PURPOSE**

The Act 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 the Act.

The Act requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSB and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Brevard County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Brevard 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. The CSB has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CSB agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Provide screening, testing and employment assistance as appropriate.
  - All applicable screening and test results will be jointly shared between Partner and CSB.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public consistent with DEO credentialing requirements.
6. As needed, and mutually agreed-to, provide an area for the Partner's meetings and/or co-location as space and funding permits (see Section VII Below).
7. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) General Manager, the CSCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
  - a. Partner staff shall adhere to the CSCC dress code and require the same of their customers.
  - b. Customers will also be required to adhere to child-friendly hours.

- c. Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
- d. Partner is responsible for notifying scheduled customers of the changes.

8. The contact information for CSB is as follows:

Primary Point of Contact for communications and coordination of services:

Marci Murphy, President  
CareerSource Brevard  
297 Barnes Blvd., Rockledge, FL 32955  
Telephone Number: 321-394-0700  
Fax Number: 321-504-2065  
E-Mail: mmurphy@careersourcebrevard.com

Point of Contact to receive notices and provide contract interpretation in resolving any contract issues:

Rick Lepre, Contracts and Policy Officer  
CareerSource Brevard  
297 Barnes Blvd., Rockledge, FL 32955  
Telephone Number: 321-394-0516  
Fax Number: 321-504-2065  
E-Mail: rlepre@careersourcebrevard.com

C. Partner agrees to perform the following functions under this MOU:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system.
2. Coordinate with CSB to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Assist CSB with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.
  - All applicable screening and test results will be jointly shared between Partner and CSB.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants will have a duly authorized parent or guardian sign joint release of information consent forms.

4. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with § 678.700 through § 678.755 of the WIOA and the funding of shared services and operating costs in accordance of § 678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
5. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
6. Provide feedback to CSB management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSB staff.
8. The contact information for Partner is as follows:

Linda L. Miedema, PhD, MSA, BSN  
Vice President Academic Affairs  
Chief Learning Officer  
Eastern Florida State University  
3865 N. Wickham Road  
Melbourne, FL 32935  
Telephone Number: 321-433-7380  
E-Mail: miedemal@easternflorida.edu

#### **IV. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

#### **V. CONFIDENTIALITY OF RECORDS**

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

#### **VI. INFRASTRUCTURE COSTS**

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Parties agree that the fair market value of the CSB Provision of Services described in Section III B is \$27,000 per year for services and that the true market value of the Partner Provision of Services described in Section III C is \$27,000 per year. If a requirement for co-location occur, a modification for shared costs will be executed for this Agreement.



**VII. TERM**

The Term of this MOU shall commence on January 1, 2018, regardless of the date executed by both parties, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. This MOU replaces MOU BW-11-309-001 in its entirety. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

**VIII. AMENDMENTS AND MODIFICATIONS**

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 sent via certified U. S. Mail.

**IX. 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.

**X. THIRD PARTY BENEFICIARY**

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

**XI. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CSB's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

**XII. DISPUTE RESOLUTION**

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President of CSB and the Vice President/Director of Eastern Florida State College, Partner. A joint decision shall be issued within 60 calendar days of receipt.

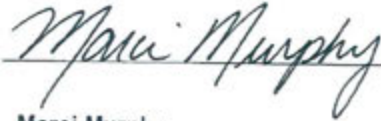
**XII. SIGNATURES**

**IN WITNESS WHEREOF**, Partner and CSB have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY:

CareerSource Brevard

By:



Name:

Marci Murphy

Title:

President

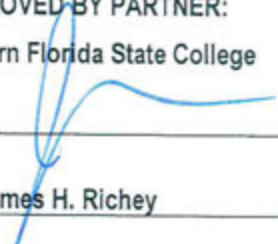
Date:

11/29/17

APPROVED BY PARTNER:

Eastern Florida State College

By:



Name:

Dr. James H. Richey

Title:

President

Date:

11/30/17

**MEMORANDUM OF UNDERSTANDING  
ONE-STOP CAREER CENTER SYSTEM  
BY AND BETWEEN  
BREVARD WORKFORCE DEVELOPMENT BOARD, INC.  
d.b.a. CAREERSOURCE BREVARD  
AND  
BREVARD COUNTY HOUSING AND HUMAN SERVICES**

**I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by **Brevard County Housing and Human Services** ("Partner") and **CareerSource Brevard** ("CSB").

**II. PURPOSE**

The Act 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 the Act.

The Act requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSB and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Brevard County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Brevard 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. CSB has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CSB agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related

legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Provide screening, testing and employment assistance as appropriate.
  - All applicable screening and test results will be jointly shared between Partner and CareerSource.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public consistent with DEO credentialing requirements.
6. As needed, and mutually agreed-to, provide an area for the Partner's meetings and/or co-location as space and funding permits. .
7. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) General Manager, the CSCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
  - a. Partner staff shall adhere to the CSCC dress code and require the same of their customers.
  - b. Customers will also be required to adhere to child-friendly hours.
  - c. Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
  - d. Partner is responsible for notifying scheduled customers of the changes.

8. The contact information for CareerSource is as follows:

Rick Lepre, Contracts and Policy Officer  
297 Barnes Blvd, Rockledge, FL 32955  
Telephone Number: 321-394-0516  
Fax Number: 321-504-2065  
E-Mail: rlepre@careersourcebrevard.com

- C. Partner agrees to perform the following functions under this MOU:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system.
2. Coordinate with CSB to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Assist CSB with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.
  - All applicable screening and test results will be jointly shared between Partner and CSB.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - All youth participants will have a duly authorized parent or guardian sign joint release of information consent forms.
4. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with § 678.700 through § 678.755 of the WIOA and the funding of shared services and operating costs in accordance of § 678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
5. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
6. Provide feedback to CSB management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSB staff.

8. The contact information for Partner is as follows:

Ian Golden, Director  
Brevard County Housing and Human Services Department  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

**IV. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

**V. CONFIDENTIALITY OF RECORDS**

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

**VI. INFRASTRUCTURE COSTS**

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Parties agree that the fair market value of the CSB Provision of Services described in Section III B is \$24,750 per year for services and that the true market value of the Partner Provision of Services described in Section III C is \$24,750 per year. If a requirement for co-location occurs, a modification for shared costs will be executed for this Agreement.

**VII. TERM**

The Term of this MOU shall commence on January 1, 2018, regardless of the date executed by both parties, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. This MOU replaces MOU CSB16-218-003 in its entirety. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services.

**VIII. AMENDMENTS AND MODIFICATIONS**

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 sent via certified U. S. Mail.

**IX. 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.

**X. THIRD PARTY BENEFICIARY**

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

**XI. GOVERNANCE**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CSB's Grievance/Complaint and Hearing/Appeal Procedures QA-010.


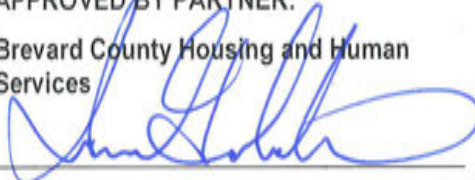
**XII. DISPUTE RESOLUTION**

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President of CSB and the Vice President/Director of Brevard County Housing and Human Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.

**XII. SIGNATURES**

IN WITNESS WHEREOF, Partner and CSB have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY:		APPROVED BY PARTNER:	
Careersource Brevard		Brevard County Housing and Human Services	
By: <u></u>	By: <u></u>		
Name: <u>Marci Murphy</u>	Name: <u>Ian Golden</u>		
Title: <u>President</u>	Title: <u>Director</u>		
Date: <u>11/20/17</u>	Date: <u>11/15/17</u>		

CS8 17-488-01  
Modification 03

16-826-DP-A3  
Approved 10-14-19

**Modification 03**

**Dated July 1, 2019**

**To**

**One-Stop Delivery Partnership Agreement**

**Between**

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.**

**d/b/a CareerSource Brevard (CSB)**

**And**

**The School Board of Brevard County, Florida - Adult and Community Education (BPS-AE)**

This Modification Number 3 of Agreement, hereinafter referred to as **Modification**, is made effective and provided by and between **Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard** hereinafter referred to as **CSB**, and **The School Board of Brevard County, Florida - Adult and Community Education**, hereinafter referred to as **BPS- AE**.

CSB and BPS-AE entered into a memorandum of understanding effective July 1, 2016, hereinafter referred to as Agreement in this Modification, to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners pursuant to the Workforce Innovation and Opportunity Act (WIOA), and executed Modification Number 1 on August 1, 2017 and Modification Number 2 on January 1, 2019. This Modification is effective July 1, 2019, regardless of the date of signing.

This Modification is issued to extend the agreement period to June 30, 2020, and reflects an update to Section 9- Funding of One-Stop Center Infrastructure and Services Costs.

**Both parties agree to the following Modification applied to Agreement No. CSB17-488-01, Modification 3 dated July 1, 2019.**

- 1. **Section 3, Agreement Period**, is updated to the agreement as follows:

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOU shall become effective July 1, 2019 with an expiration date of June 30, 2020. Either party wishing to



withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

2. **Section 9, Funding of One-Stop Center Infrastructure and Services Costs**, is updated to the agreement as follows:

As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties agree the true market value of the CSB Provision of Services stated in Sections 5.3 and 5.4 above is \$23,000 per year for infrastructure costs and \$27,000 for services. BPS-AE agrees to address the funding of these costs through the BPS-AE Provision of Services stated above in the estimated amount of \$50,000, except for Section 5.5 which will be addressed through payments to CSB.

The Parties agree that the true market value of the CSB provision of services stated in Section 5.5 is \$9,000 per year. BPS-AE agrees to pay CSB a fee of \$750 per month for this provision. BPS-AE may discontinue use of the classrooms after a 30-day notice is sent to CSB. At the end of the 30-day period no further payments will be required and the classrooms will no longer be used exclusively by BPS-AE.

The parties agree to provide English as a Second Language (ESOL) courses to eligible participants in all three CSB Career Centers. CSB will utilize Wagner Peyser funds for eligible participants to sponsor the \$30 registration fee, in exchange for BPS-AE to provide an instructor and curriculum.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR 361.505 and 34 CFR 361.720.

3. **All other terms and conditions of Agreement No. CS8 17-488-01, Modification 1 dated August 1, 2017, and Modification 2 dated January 1, 2019 remain unchanged.**

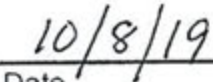
4. Agreement

The Parties may sign this Modification 3 in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.


By signing below, the following persons attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document.

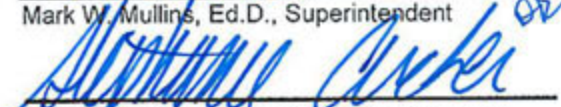
Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard

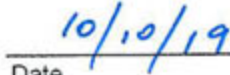
  
\_\_\_\_\_  
Marci Murphy, President


  
\_\_\_\_\_  
Date

The School Board of Brevard County, Florida - Adult and Community Education

  
\_\_\_\_\_  
Mark W. Mullins, Ed.D., Superintendent

  
\_\_\_\_\_  
Stephanie Archer, Assistant Superintendent  
of Equity, Innovation and Choice

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT  
FOR ONE-STOP CAREER CENTER SYSTEM**

**Whereas**, the Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard (hereinafter referred to as "CareerSource") is the local workforce development board, fiscal agent, grant recipient and administrative entity to oversee the Federal and State workforce development programs in Brevard County, Florida, and;

**Whereas**, the Brevard County Board of County Commissioners (hereinafter referred to as "County") serves as the Chief Elected Official for Brevard County as a single county entity, and;

**Whereas**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Section 121(c) outlines the requirements for establishment of a WIOA compliant one-stop delivery system which states the local board, with the agreement of the Chief Elected Official, shall develop and enter into a Memorandum of Understanding (between the local board and the one-stop partners), concerning the operation of the one-stop delivery system in the local area, and;

**Whereas**, the Memorandum of Understanding & Infrastructure Funding Agreement ("Agreement") between the local board and the one-stop partners shall include the costs of infrastructure used with respect to Career Center operations which means non-personnel costs that are necessary for the general operation of the job center, including the rental costs of the facilities, the costs of utilities and maintenance, equipment including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the job center, including the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.500(a), 34 CFR 361.510(a), 34 CFR 463.500(a)), and;

**Whereas**, in accordance with WIOA Section 121(c) CareerSource developed and entered into Agreements between CareerSource and the following one-stop partners: Florida Department of Education Division of Vocational Rehabilitation, Florida Department of Education Division of Blind Services, AARP Foundation Senior Community Services Employment Program (SCSEP), Brevard County Housing and Human Services for the Community Services Block Grant program, School Board of Brevard County for Adult Education program, Eastern Florida State College for the Perkins funding, and;

**NOW THEREFORE**, in consideration of the mutual covenant and agreement expressed herein, CareerSource and the County hereby agree as follows:

**I. PARTIES**

This Agreement is made pursuant to WIOA Section 121(c) and is entered into by the County and CareerSource.

**II. PURPOSE**

In accordance with WIOA Section 121(c), CareerSource entered into Agreements between the local board and the one-stop partners, including the costs of infrastructure used with respect to Career Center operations and concerning the operation of the one-stop delivery system in the local area. The County as Chief Elected Official hereby declares its agreement with the development and execution of the one-stop partner Agreements between CareerSource and the one-stop partners that includes costs for all partners for each one-stop partner attached hereto as "Exhibit A Memorandum of Understanding & Infrastructure Funding Agreement" incorporated herein by reference as though written herein verbatim and constitute promised performances.

**IN WITNESS WHEREOF**, the County and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard

Brevard County Board of County Commissioners

\_\_\_\_\_  
Signature: Marci Murphy, President      Date

\_\_\_\_\_  
Signature: Bryan Lober, Chair

\_\_\_\_\_  
Attest: Scott Ellis, Clerk  
(As Approved by the Board of County Commissioners on 04/07/2020)

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT  
ONE-STOP SERVICE DELIVERY SYSTEM**

**BY AND BETWEEN  
BREVARD WORKFORCE DEVELOPMENT BOARD, INC.  
d/b/a CAREERSOURCE BREVARD  
AND  
PARTNER**

**I. PARTIES**

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), hereinafter referred to as "Agreement") is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the **PARTNER** ("Partner") and Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard, hereafter referred to as **CareerSource Brevard** ("CSB").

**II. TERM**

This Agreement shall commence on July 1, 2019 and remain in effect through June 30, 2020, regardless of date of signature, and will automatically renew annually for successive one-year terms regardless of the date executed by both parties. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement replaces MOU CSB18-XXX-XXX in its entirety. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

**III. PURPOSE**

The Workforce Innovation and Opportunity Act 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 service delivery system. The One-Stop service delivery system assures coordination between the activities authorized in and linked to the Act. The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CSB and its Partners, and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop service delivery system.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Development Board 13 (LWDB 13) in Brevard County, and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) One-Stop service delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within LWDB 13.

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.

**IV. PROVISION OF SERVICES**

- A. CSB is designated as the administrative entity by the Brevard County Board of County Commissioners as the grant recipient, administrative entity and fiscal agent for LWDB 13. CSB will perform the following functions:
1. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop service delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop service delivery system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
3. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 9:00 am until 6:00 pm, Monday through Thursday, and 9:00 am to 12:00 pm on Fridays (excluding recognized holidays and emergencies).
4. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop service delivery system.
5. Provide screening, testing and employment assistance as appropriate.
  - a) All applicable screening and test results will be jointly shared between Partner and CSB.
  - b) All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
  - c) All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
6. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Model CareerSource Brevard core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
10. Implement a continuous quality improvement program.
11. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
12. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
13. Enforce dress standards through the career center Partner management team.
14. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
15. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
  - a) Partner staff shall adhere to the CSCC dress code and require the same of their customers.
  - b) Customers will also be required to adhere to child-friendly hours.
  - c) Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative

- customer scheduling.
- d) Partner is responsible for notifying scheduled customers of the changes.

16. The contact information for CSB is as follows:

Performance Oversight / Technical Direction	Notices and Contract Assistance
Caroline Joseph-Paul Managing Director CareerSource Brevard 295 Barnes Blvd., Rockledge, FL 32955 Telephone: 321-394-0650 Fax: 321-690-3218 E-Mail: cpaul@careersourcebrevard.com	Jana Bauer Program and Contracts Officer CareerSource Brevard 297 Barnes Blvd., Rockledge, FL 32955 Telephone Number: 321-394-0696 Fax Number: 321-504-2065 E-Mail: jbauer@careersourcebrevard.com

B. The Partner will perform the following functions:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop service delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop service delivery system.
2. Coordinate with CSB to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop service delivery system.
3. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop service delivery system.
5. Provide CSB with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSB management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSB staff.
8. Inform CSB Program Manager of any conflicts and/or grievances, who shall consult with the CSB management and appropriate supervisors in the resolution of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSB grievance policy found at [www.careersourcebrevard.com](http://www.careersourcebrevard.com).
9. Adhere to policies of non-discrimination and accessibility for people with disabilities.
10. Assist CSB with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.

11. The contact information for Partner is as follows:

PARTNER CONTACT, CONTACT TITLE  
AGENCY/DIVISION NAME  
ADDRESS, CITY, STATE, ZIP  
Telephone Number:  
E-Mail:

**V. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need, to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop service delivery system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partner agrees to:

- a) Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network;
- b) Develop materials summarizing their program requirements and making them available for Partners and customers;
- c) Provide a paragraph regarding the description of services with website link to organization/entity to be placed on CSB website for each and consistency of referrals;
- d) Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- e) Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- f) Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- g) Commit to robust and ongoing communication required for an effective referral process, and
- h) Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **VI. CONFIDENTIALITY OF RECORDS**

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

## **VII. DATA SHARING**

CSB will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSB will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges that the execution of this Agreement, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CSB's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American

Job Center network only after the informed written consent of the individual has been obtained, where required.

6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All one stop career center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **VIII. INFRASTRUCTURE COSTS**

Costs of the infrastructure of the One-Stop service delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop service delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the One-Stop operating budget the master budget necessary to maintain the high standard One-Stop service delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## **IX. THE ONE-STOP OPERATING BUDGET & COST ALLOCATION METHODOLOGY**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop service delivery system career centers. This plan identifies all costs associated with operating the local AJC One-Stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive One-Stop Career Centers and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B – Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained Career Center staff and other physically co-located partner staff, can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:



- a) To remedy the imbalance on non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

The costs of the infrastructure of the One-Stop service delivery system will be funded in accordance with the requirements of Workforce Innovation and Opportunity Act of 2014; federal cost principles; and all other applicable legal requirements.

## **X. PARTNER'S COMMITMENT**

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the One-Stop operator,
2. Joint planning, policy development, and system design processes,
3. Commitment to the joint goals, strategies and performance measures,
4. The use of common and/or linked data management systems and data sharing methods, as appropriate,
5. Leveraging of resources including other public agency and non-profit organization services,
6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

## **XI. PARTNERS' CONTRIBUTION**

The Partners' contribution cost determination is based on all costs associated with the operation of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the One Stop on a full or part-time basis, or not have their representatives in the One Stop but offer a technology option to serve customers.

**XII. FUNDING TYPES AND SOURCES** The permissible types of funds used for infrastructure costs and additional cost of operating a local One-Stop service delivery system (i.e. Partner's program or administrative funds) may differ depending upon the Partner's programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of the TEGL 17-16: Infrastructure Funding of the One-Stop service delivery system can be found at: [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=4968](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968).

### **A. Types**

Funding for infrastructure costs and additional costs may be in the form of:

1. Cash, Non-Cash, or Third-Party In-Kind Contributions;
- a) Cash – Funds provided to CSB or its designee by the Partners, either directly by interagency transfer, or by third party.
- b) Non-Cash - Expenditures incurred by One-Stop Partners on behalf of the One-Stop, or Non-Cash contributions, goods or services contributed by the Partner and used by the One-Stop.
- c) Third-Party In-Kind - Contributions of space, equipment, technology, non-personnel services, or other items to support infrastructure costs associated with One-Stop operations, by a non-One-Stop partner that supports the One-Stop in general or the proportionate share of the One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760, 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR463.760.]
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

## **B. Sources**

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

## **XIII. COST RECONCILIATION**

All parties agree that an annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSB will submit invoices to the Partners bi-annually and will send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSB will review disputed cost items, and when necessary revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop service delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the one-stop career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the One-Stop service delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation for the one-stop career center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A partner planning form for all contributions is outlined in **Attachment C – Reconciliation Planning Form for PY Ending June 30, 2020**.

## **XIV. AMENDMENTS AND MODIFICATIONS**

Neither this Agreement 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 sent via certified U. S. Mail. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

## **XV. MERGER**

This Agreement 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.

## **XVI. THIRD PARTY BENEFICIARY**

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

## **XVII. GOVERNANCE AND DISPUTE RESOLUTION**

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB, its Board of Directors and the Brevard County Board of County Commissioners. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop service delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSource Brevard's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this Agreement, both parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CSB and the Director of the Partner organizations. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Brevard and to the Director of the Partner organization or impose other remedies to resolve the issue.

## **XVIII. MONITORING**

CSB or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
2. Those laws, regulations, and policies are properly enforced,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services or other benefits on the basis of (i) political or religious affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **XX. IDEMNIFICATION**

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-

profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSB or the one-stop operator.

**XXI. SEVERABILITY**

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

**XXII. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this Agreement certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**XXIII. CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**XXIV. DEBARMENT AND SUSPENSION**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**XXV. PRIORITY OF SERVICE**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**XXVI. SIGNATURES**

**IN WITNESS WHEREOF**, the Partner and CSB have caused this Agreement to be duly executed as of the date set forth below.

**APPROVED BY:**

**Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard**

\_\_\_\_\_  
*Marci Murphy, President*

\_\_\_\_\_  
*Date*

**PARTNER**

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name / Title*

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT  
ONE-STOP SERVICE DELIVERY SYSTEM**

**Attachment A - One-Stop Service Delivery System Operating Budget**

**PY 19-20 Comprehensive Budget for CSB's One-Stop Service Delivery System**  
**Effective: 07/01/2019**

<b>Description</b>	<b>Budget</b>
<b>INFRASTRUCTURE COSTS</b>	
Office Rent /Lease	\$510,600
Utilities	\$96,500
Repairs and Maintenance	\$123,400
Property Insurance	\$17,700
Institutional Supplies	\$43,400
Telephone	\$28,500
Furniture / Equipment	\$103,200
IT Network (software, licenses, supplies)	\$174,900
Equipment Rental / Storage	\$14,400
<b>TOTAL INFRASTRUCTURE COSTS</b>	<b>\$1,112,600</b>
<b>ADDITIONAL SERVICES</b>	
Shared Career Center Staffing	\$116,400
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$116,400</b>
<b>TOTAL ONE-STOP OPERATING BUDGET</b>	<b>\$1,229,000</b>
<b>FTEs Supporting the One-Stop System</b>	<b>82.56</b>
<b>Cost Per FTE = Total One-Stop Operating Budget / # FTEs</b>	<b>\$14,890</b>
<b>Direct Linkage = 0.1 x Cost per FTE</b>	<b>\$1,489</b>

## Attachment B – Partners On-Site Representation Schedule

<b>CareerSource Brevard One-Stop Career Center Partner On-Site Representation Schedule PY 19-20</b>						
Required Program Partner	Governance	Local Grantee	Total # of FTEs	Weekly Staff Hours	% of Total FTEs	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSB	24.35	974	29.5%	\$362,478
NEG Grants	DOL	CSB	12.67	506.80	15.3%	\$188,607
Pathways	DOL	CSB	4.41	176.40	5.3%	\$65,648
Wagner Peyser & MFEA	DOL	CSB	9.90	396	12.0%	\$147,373
RESEAC / UC*	DOL	CSB	3.76	150.40	4.6%	\$55,972
Veteran Program (DVOP)	DOL	CSB	5.00	200	6.1%	\$74,431
LVER	DOL	CSB	4.00	160	4.8%	\$59,545
Welfare Transition	HHS/TANF	CSB	12.75	510	15.4%	\$189,798
SNAP Employment & Training	HHS	CSB	1.16	46.40	1.4%	\$17,268
Senior Community Employment Service Program	DOL	AARP Foundation	3.03	121.20	3.7%	\$45,105
Adult Education and Family Literacy	DOE	Brevard Public Schools – Adult Education	1.13	45.20	1.4%	\$16,821
Career and Technical Education**	DOE	Eastern Florida State College	0.10	4	0.1%	\$1,489
Vocational Rehabilitation**	DOE	Vocational Rehabilitation	0.10	4	0.1%	\$1,489
Division of Blind Services**	DOE	Florida Division of Blind Services	0.10	4	0.1%	\$1,489
Housing and Human Services**	DEO	Brevard County Board of County Commissioners	0.10	4	0.1%	\$1,489
		<b>TOTALS</b>	<b>82.56</b>	<b>3,302.40</b>	<b>100%</b>	<b>\$1,229,000</b>

**Infrastructure Contribution**

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = \$14,890

**Direct Linkage (DL) Infrastructure Contribution**

Direct Linkage is defined as a minimum of 4 hours/week (.1 FTE) of time for access through technology.

Direct Linkage = \$1,489

**Estimated Partner Infrastructure Contribution**

Estimated Cost per FTE x Partner total #FTEs

**Notes:**

\*\* Direct Linkage Partners

\*Unemployment Compensation to be determined

### MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT ONE-STOP SERVICE DELIVERY SYSTEM

## PARTNER

Outlined in **Section XIII. Cost Reconciliation** of the Agreement, all parties agree that an annual reconciliation of budgeted and actual costs will be performed. Attachment B represents the estimated annual Operating Costs (\$1,229,000) for the program year ending June 30, 2020, for which each Partner's fair share of costs (\$XXXX) are being billed. Attachment B represents each partners' estimated share of the IFA costs for the year ending June 30, 2020. Invoices will be prepared and distributed bi-annually. Reconciliations will be completed by August 31, 2020 for PY ending June 30, 2020.

Funding for your required contribution of IFA costs may be in the form of:

1. Cash, Non-Cash, or Third-Party In-Kind Contributions;
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

A complete description of each contribution is outlined in **Section XII. Funding Types and Sources** of the Agreement.

*Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.*

It is Partner's intent to fund their share of the costs through the following contributions:

<b>Form of Contribution</b>	<b>Description of Contribution</b>	<b>Value</b>
Cash	(Description not required)	
Non-Cash		
Third-Party In-Kind		
Other		
<b>Total Contribution</b>		