




Interoffice Memorandum

July 28, 2021

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

FROM: Lavon B. Williams, Esq., AICP, Manager 
Community Action Division
(407) 836-5614

SUBJECT: **Consent Agenda Item – August 10, 2021**
Memorandum of Understanding and Infrastructure Funding Agreement
Amendment Number #1 with Central Florida Regional Workforce
Development Board, Inc. D/B/A Career Source Central Florida

Pursuant to the Workforce Innovation and Opportunity Act of 2014, as the Community Services Block Grant eligible entity in Orange County, the Community Action Division is a required one-stop customer service center partner of the local workforce development board (CareerSource). CareerSource and the Community Action Division are required by the Act to enter into a memorandum of understanding wherein both parties agree to collaborate to develop strategies for increased employment, job retention, and increased earnings for residents with the goal of facilitating self-sufficiency and enhancing economic productivity for Orange County residents. The memorandum of understanding and Infrastructure Funding Agreement has been fully executed for July 1, 2020 through June 30, 2023 which describes how the County, through the Community Action Division, and CareerSource agree to coordinate and perform their respective responsibilities within the scope of the legislative requirements of the Act. Amendment Number #1 to the original Memorandum of Understanding & Infrastructure Agreement is to update the Infrastructure Funding Agreement for the new Program Year beginning July 1, 2021 through June 30, 2022.

ACTION REQUESTED: Approval and execution of Amendment Number #1 Program Year 2021-2022 to original Memorandum of Understanding & Infrastructure Funding Agreement between Orange County, Florida and CareerSource Central Florida. All Districts.

LBW:tw/jamh

Attachment

BCC Mtg. Date: August 10, 2021

**AMENDMENT NUMBER #1
PROGRAM YEAR 2021 – 2022
TO
ORIGINAL MEMORANDUM OF UNDERSTANDING &
INFRASTRUCTURE FUNDING AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA
AND
CAREERSOURCE CENTRAL FLORIDA**

THIS IS AMENDMENT #1 entered into by and between CareerSource Central Florida, herein after referred to as CareerSource Central Florida, with administrative offices located at **390 N. Orange Ave, Suite 700, Orlando, FL 32801** and **Orange County, Florida**, having its principle office at **2100 E. Michigan Street, Orlando, FL 32806**, hereinafter referred to as PARTNER, to begin on 07/01/2021 the date this amendment is to be executed by the parties through June 30, 2022.

THIS AMENDMENT is to update the Infrastructure Funding Agreement for the new Program Year beginning July, 1, 2021 – June 30, 2022 based on the estimated costs for the AJC One-Stop Operating Budget and the Partner's Contribution based on the On-Site Representation Schedule.

WITNESSETH THAT:

WHEREAS, CareerSource Central Florida and the PARTNER entered into an original agreement effective 07/01/2020: and,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree to amend PARTNER's Agreement as follows:

1. Attachment A – One Stop Operating Budget – updated with budgeted amounts for Program Year 21 (PY 21), based on estimates and actual historical costs, for the Operations of the AJC from July 1, 2021 – June 30, 2022.
2. Attachment B – Partners On-Site Representation Schedule – updated for PY 21, July 1, 2021 – June 30, 2022 to indicate Partner Contribution for PY 21.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. The effective date of this amendment shall be 07/01/2021.

EXECUTION PAGE

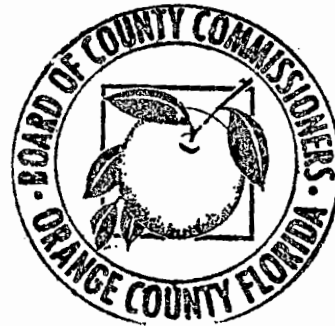
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

AS TO ORANGE COUNTY, FLORIDA

BY: *Raymond B. Work*
Signature

TITLE: County Administrator

DATE: 08/10/2021



AS TO CAREERSOURCE CENTRAL FLORIDA:

BY: *Margi Cannon on behalf of Pam Nabors*
Signature

TITLE: CEO *COO*

DATE: *7/13/21*

Attachment A – One Stop Operating Budget 2021 - 2022
Attachment B – Partners On-Site Representation Schedule

**CAREERSOURCE COMPREHENSIVE CF
ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)
As of 6-22-21**

Comprehensive CSCF (CSCF-West Orange County Career Center Location)	Revised	
IFA Budget PY 21 (CSCF's One-Stop Operating Budget)	6-22-21	
Description		Estimated IFA Budget
INFRASTRUCTURE COSTS		
Office Rent / Lease		\$454,434.00
Utilities		\$11,222.00
Repairs & Maintenance		\$3,600.00
Janitorial Services		32,205.00
Furniture/Equipment associated with furniture		-
Copy machine usage / maintenance		\$194.00
IT Wide Area Network		\$1,301.00
Indirect Program (IT, telephones, etc.)		\$43,676.00
TOTAL INFRASTRUCTURE COSTS		\$546,632.00
ADDITIONAL COSTS		
Career Services - Resource Room (4)		\$219,575.00
SHARED SERVICES		
Security		-
One Stop Operator		\$80,000.00
		\$80,000.00
		\$87,000
TOTAL INFRASTRUCTURE COSTS		\$546,632.00
TOTAL ADDITIONAL COSTS		\$219,575.00
TOTAL SHARED SERVICES		\$80,000.00
TOTAL ONE-STOP OPERATING BUDGET		\$846,208.00
FTEs Supporting the AJC (as of 6-22-21)		33.1
Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)		\$25,550
Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)		\$5,110

**CAREERSOURCE COMPREHENSIVE CF
ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

**PY21 (July 1, 2021 through June 30, 2022)
As of 6-22-21**

Required Program Partners	Governance	Local Grante	# of Staff	Total weekly	Total # of FTEs	% of Total FTEs	Partner Contribution	40 Hrs Per Week
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	30.19%	\$ 255,498	
Youthbuild	DOL	CSP	1	40	1	3.02%	\$ 25,550	
Wagner Peyser		CSP	6	240	6	18.12%	\$ 153,299	
Senior Community Employment Service Program	DOL	AARP	1	10	0.25	0.75%	\$ 6,387	
TAA Program Trade Adjustment Act	DOL		1	40	1	3.02%	\$ 25,550	
RESEA	DOL	CSP	1	40	1	3.02%	\$ 25,550	
Veteran Program DVOP	DOL	CSP	3	120	3	9.06%	\$ 76,649	
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.2	0.60%	\$ 5,110	
Pinellas County Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$	
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$ 766	
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$ 5,110	
Division of Blind Services	DOE	Florida Division	1	8	0.2	0.60%	\$ 5,110	
Welfare Transition	HHS/TANF	CSP	8	320	8	24.15%	\$ 204,398	
SNAP Employment & Training	HHS	CSP	2	80	2	6.04%	\$ 51,100	
CSBG (Orange County)	HHS		1	1.5	0.04	0.12%	\$ 1,022	
Total			39.0	1,319	33.1	100%	\$ 846,208	ESTIMATED INFRASTRUCTURE COST
						Cost Per FTE	\$ 25,550	ESTIMATED COST PER FTE
						Cost for .2 FTE	\$ 5,110	ESTIMATED COST DIRECT LINKAGE

TOTAL ONE-STOP OPERATING BUDGET \$846,208.00
FTEs Supporting the AJC (as of 6-22-21) 33.1
Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21) \$25,550
Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21) \$5,110

**MEMORANDUM OF UNDERSTANDING &
INFRASTRUCTURE FUNDING AGREEMENT
FOR CAREERSOURCE CF COMPREHENSIVE
ONE-STOP CAREER CENTER**

**BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
AND
ORANGE COUNTY, FLORIDA**

I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Orange County, Florida** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

Name: Trellany White
Title: Family Services Administrator
Telephone: 407-836-9342
Email: Trellany.White@ocfl.net
Address: 2100 E. Michigan Street, Orlando, Florida 32806

II. TERM

This Agreement shall commence on July 1, 2020 and remain in effect through June 30, 2023, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. 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 customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer 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 enable the Partner to integrate with the current CareerSource CF 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 LWA 12.

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

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

A. CareerSource CF 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 CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA 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; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure 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 CareerSource CF System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF 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.
5. Provide an area for the Partner's meetings and/or co-location as space permits.
6. Model CareerSource CF core values and maintain a professional working environment.
7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published

- policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.
2. Coordinate with CareerSource CF to ensure 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 CareerSource CF System.
 3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the CareerSource CF System.
 5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
 6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
 7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

V. METHODS OF INTERNAL REFERRAL

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

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

1. 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 CareerSource CF network;
2. Develop materials summarizing their program requirements and making them available for Partners and customers;
3. Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
7. Commit to robust and ongoing communication required for an effective referral process; and
8. Commit to actively follow up on the results of referrals and assuring that Partner's 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

CareerSource CF 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 CareerSource CF 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 customers' 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 the execution of this Agreement, by itself, does not function to satisfy all requirements.

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

1. 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.
2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
6. 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)).

VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center 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 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 CareerSource CF 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 CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according 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 (CareerSource CF) 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 CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A – One-Stop (CareerSource CF) Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center 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 operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. **CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners contributions. This was done in an effort:

- a) To remedy the imbalance of 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 CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; 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 CareerSource CF 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 CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B – Partners On-site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement 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 TEGl 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: 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 CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
 - b. Non-Cash – Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
 - c. Third-party In-kind – Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive 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 CFR 463.760.]
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 Partners' 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. 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 requirements of the Partner's program.

XIII. COST RECONCILIATION

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

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, 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 CareerSource CF 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., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop 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 of the CareerSource CF Comprehensive One-Stop 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 Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop 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 CareerSource CF Comprehensive One-Stop 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 CareerSource CF Comprehensive 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 Partners programs' authorizing laws and regulations and the Uniform Guidance.

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.

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 there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

XVII. GOVERNANCE & DISPUTE RESOLUTION

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, 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 CF and the Director of the Partner organization. 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 CF and Director of the Partner organization, or impose other remedies to resolve the issue.

XVIII. MONITORING

CareerSource CF 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:

1. Federal awards are used for authorized purposes in compliance with laws, 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 to ensure performance goals are met;
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All 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 opinion or 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. INSURANCE AND INDEMNIFICATION

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 maintaining adequate levels of insurance or self-insurance 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 CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

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 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 an 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 C.F.R. 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 to, 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 CareerSource CF have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

CAREERSOURCE CENTRAL FLORIDA

ORANGE COUNTY, FLORIDA

Pamela Nabors
Pamela Nabors, President/CEO

Date: 3/9/2021

Jerry L. Demings
for Jerry L. Demings, Mayor

Date: 04/13/21



ATTEST:

Katie Smith

Name: Katie Smith
Title: Deputy Clerk

Date: 04/13/21

**CAREERSOURCE COMPREHENSIVE CF ONE-STOP OPERATING BUDGET -
ATTACHMENT A**

**PY20 (July 1, 2020 through June 30, 2021)
As of 6-17-20**

Description	<u>Estimated IFA</u>
Infrastructure Costs	<u>Budget</u>
Office Rent/ Lease	\$ 304,692
Utilities	\$ 16,833
Repairs & Maintenance	\$ 904
Janitorial Services	\$ 25,455
Furniture/Equipment	\$ -
Copy Machine Usage/Maintenance	\$ 11,152
IT Network (software, licenses, & supplies)	\$ 10,042
Indirect Program (IT, telephones, Security, etc.)	\$ 10,095
Total Infrastructure Cost	<u>\$ 379,173</u>
 Additional Costs:	
Career Services (Resource Room)	\$ 217,125
Security	\$ 25,958
One Stop Operator	\$ 65,000
Total Shared Cost	<u>\$ 90,958</u>
 Total Costs:	 <u><u>\$ 687,256</u></u>

PARTNER ON-SITE REPRESENTATION SCHEDULE - ATTACHMENT B
PY20 (July 1, 2020 through June 30, 2021)
As of 6-17-20

Required Program Partners	Governance	Local Grantee	# of Staff	Total Weekly Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	29.82%	\$204,837
Youthbuild	DOL	CSP	1	40	1	2.98%	\$20,494
Wagner Peyser	DOL	CSP	6	240	6	17.89%	\$122,962
Senior Community Employment Service Program	DOL	AARP	2	25	0.655	1.95%	\$13,423
TAA Program Trade Adjustment Act	DOL	CSP	1	40	1	2.98%	\$20,494
RESEA	DOL	CSP	1	40	1	2.98%	\$20,494
Veteran Program DVOP	DOL	CSP	3	120	3	8.95%	\$61,481
Adult Education GED, Career Tech (Orange)	DOE	OCPS	1	2	0.05	0.15%	\$1,025
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$615
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$4,099
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.60%	\$4,099
Welfare Transition	HHS/TANF	CSP	8	320	8	23.86%	\$163,950
SNAP Employment & Training	HHS	CSP	2	80	2	5.96%	\$40,987
CSBG (Orange County)	HHS	HHS	1	8	0.2	0.60%	\$4,099
Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$4,099
Total			40	1,340	33.635	100%	\$687,256

Cost Per FTE \$ 20,494
 Cost for .2 FTE \$ 4,099

Estimated Infrastructure Cost = \$87,256
 Estimated Cost Per FTE = \$20,494
 Estimated Cost for Direct Linkage (0.2 FTE) = \$4,099

MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT FOR CAREERSOURCE CF COMPREHENSIVE ONE-STOP CAREER CENTER BETWEEN CAREERSOURCE CENTRAL FLORIDA & Orange County, Florida