



Interoffice Memo

October 10, 2019

AGENDA ITEM

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

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

FROM: Lavon B. Williams, Esq., AICP, Manager *Lavon B Williams*
Community Action Division

**CONTACT: Atalie Ashley West, Family Services Administrator
Community Action Division
(407) 836-7489**

SUBJECT: Consent Agenda Item – October 22, 2019
Memorandum of Understanding 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, Career Source Central Florida. Career Source Central Florida 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 describes how the County, through the Community Action Division, and Career Source Central Florida agree to coordinate and perform their respective responsibilities within the scope of the legislative requirements of the Act.

ACTION REQUESTED: Approval and execution of Memorandum of Understanding by and between Central Florida Regional Workforce Development Board, Inc. D/B/A Career Source Central Florida and Orange County, Florida regarding the West Orange County American Job Center.

LBW/aaw:jam

Attachment

c: Randy Singh, Assistant County Administrator
Cristina Berrios, County Attorney's Office

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
D/B/A CAREER SOURCE CENTRAL FLORIDA
AND
ORANGE COUNTY, FLORIDA
REGARDING
THE WEST ORANGE COUNTY AMERICAN JOB CENTER

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between **ORANGE COUNTY, FLORIDA** (the “**County**” or the “**Partner**”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. D/B/A CAREER SOURCE CENTRAL FLORIDA** (“**CareerSource**”), a Florida not-for-profit corporation serving as a workforce development board pursuant to chapter 445, Florida Statutes, with a principal address at 390 North Orange Avenue, Suite 700, Orlando, Florida 32801. The County and CareerSource may be referred to herein individually as “**party**” or collectively as “**parties.**”

I. **RECITALS.** *The following recitals are hereby incorporated and therefore serve as a material part of this MOU.*

A. The Federal Government passed the Workforce Innovation and Opportunity Act of 2014 (the “**Act**” or “**WIOA**”) pursuant to which CareerSource manages the American Job Center located at 609 North Powers Drive, Suite 340, Orlando, Florida 32818 (the “**American Job Center**” or “**AJC**”) throughout the Central Florida region.

A. The County is one of several AJC local partners (the “**Local AJC Partners**”) that are required to enter into an MOU with CareerSource pursuant to: (1) their responsibility to administrate employment and training activities as a recipient of the U.S. Department of Health and Human Services’ Community Services Block Grant (“**CSBG**”); (2) 20 CFR § 678.400(b)(9); or (3) some other federal or state requirement.

B. As partners, CareerSource and the County are required by the Act to enter into an MOU, which this instrument shall serve as, with the goal of facilitating collaboration between the parties in order to develop strategies for increased employment, retention, and earnings for job seekers with the aim of fostering an improved workforce, an increase in self-sufficiency, and the overall enhancement of productivity in the Central Florida region.

C. CareerSource and the County hereby agree to continue to coordinate and perform

the responsibilities described in this MOU in a manner that is within the scope of legislative requirements governing the parties' respective programs, services, agencies in order to best serve the public welfare.

D. In consideration of the mutual promises, covenants, and conditions set forth, the parties agree as further stated in this MOU.

II. PROVISION OF SERVICES.

A. CareerSource is the grant recipient, administrative entity, and fiscal agent for Local Workforce Area (“LWA”) 12. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC. 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 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 AJC.
4. Coordinate with the Partner for the funding of the infrastructure costs of the AJC 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 co-location as space permits.
6. Serve as a model CareerSource’s core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures, and any applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC.
2. Coordinate with CareerSource 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 AJC.
3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers in compliance with the Infrastructure Funding Agreement (“**IFA**”).
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the AJC.
5. Provide CareerSource with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource 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 CareerSource staff.

III. METHODS OF INTERNAL REFERRAL.

Internal cross-referral procedures will be developed and 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 AJC.

IV. CONFIDENTIALITY OF RECORDS.

A. The parties to this MOU agree to comply with the provisions of the Act, applicable sections of the Vocational Rehabilitation Act, and other appropriate statutes or requirements to ensure the following:

1. To the extent permitted by the State of Florida's Public Records Law, all applications and individual records related to services provided under this MOU, including eligibility for services enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services;

2. To the extent permitted by the State's Public Records Law, no party shall publish, disclose – or use or permit or cause to be published, disclosed, or used – any confidential information pertaining to AJC applicants, participants or customers; and
3. Each party agrees to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of this MOU.

V. INFRASTRUCTURE COSTS.

Costs of the infrastructure for the AJC will be allocated and provide for in accordance with the requirements of the Act; federal cost principles; and all other applicable legal requirements. Such AJC infrastructure costs are further addressed in the IFA that will be executed contemporaneously with this MOU.

VI. TERM.

This MOU is effective **July 1, 2019 through June 30, 2020** and may be reviewed and renewed annually for successive one (1) year terms. This MOU may be terminated for convenience at any time by either party's provision to the other party of a sixty (60) calendar day written notice. Such notice period shall begin upon receipt of the notice of termination by the non-terminating party.

VII. AMENDMENTS AND MODIFICATIONS.

No amendment or modification of this MOU shall be binding upon any party to this MOU unless reduced to writing and signed by a duly authorized representative of each party to this MOU.

VIII. MERGER.

This MOU, and the IFA to be contemporaneously executed with this MOU, together constitute and express the entire and integrated understanding and agreement between the parties to this MOU, 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 expressed in this MOU shall be binding upon the parties.

IX. THIRD PARTY BENEFICIARY.

Nothing in this MOU, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOU.

X. MONITORING.

A. CareerSource, its designated staff, officials from the State and Local administrative entities, and 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. Such laws, regulations, and policies are enforced properly;
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.

B. The Partner shall expect regular fiscal and programmatic monitoring to be conducted by each of the above entities as appropriate.

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

The parties certify that they prohibit, and will continue to prohibit, discrimination. Additionally, they certify that no person, otherwise qualified, will be 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 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.

XII. INDEMNIFICATION.

To the fullest extent permitted by law, CareerSource shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CareerSource or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

XIII. INDEPENDENT CONTRACTOR.

The parties agree that the relationship between the County and CareerSource established by this MOU is that of independent contractors. Nothing in this MOU shall be construed to create any agency or employment relationship between the County, or any of its employees, and CareerSource, or any of its employees. Unless explicitly stated in this MOU, neither party shall have any right, power, or authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other.

XIV. SEVERABILITY.

The provisions of this MOU are declared by the parties to be severable. However, the material provisions of this MOU are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this MOU. Therefore, should any material term, provision, covenant, or condition of this MOU be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XV. DRUG AND ALCOHOL-FREE WORKPLACE.

The parties 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.

XVI. CERTIFICATION REGARDING LOBBYING.

The 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.

XVII. DEBARMENT AND SUSPENSION.

The 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.

XVIII. PRIORITY OF SERVICE.

The 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. The Partner 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.

XIX. GOVERNANCE.

The accountability and responsibility for the AJC's organizational activity and accomplishments will rest with the CareerSource. Pursuant to the Act, CareerSource shall conduct oversight with respect to the AJC.

XX. NOTICES.

Any notice required or permitted in this MOU shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses, or at such other addresses as specified by written notice in compliance with the terms of this provision.

As to the County: Orange County, Florida
Attn: Manager, Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administration
Attn: Deputy County Administrator,

Administration and Fiscal Services
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32802

Copy to: Orange County, Florida
Attn: Manager, Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

As to CareerSource: Career Source Central Florida
Attn: President & CEO
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

Copy to: Career Source Central Florida
Attn: Chief Operating Officer
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

XXI. Authority of Signatory.

Each signatory below represents and warrants that they have full power and are duly authorized by their respective party to enter into and perform this MOU. Such signatory also represents that they have fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this MOU as stated.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have signed and executed this MOU on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: 22 Oct 19

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Jennifer Kimetz
Deputy Clerk

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. D/B/A
CAREERSOURCE CENTRAL FLORIDA**

By: Pamela Nabors

Printed Name: Pamela Nabors

Official Title: President/CEO

Date: 9-26-19