

**MEMORANDUM OF UNDERSTANDING
WORKFORCE SERVICES FOR BREVARD COUNTY, FLORIDA**

THIS AGREEMENT, by and between the *Board of County Commissioners of Brevard County*, Florida, a political subdivision of the State of Florida (hereinafter the “**County**”) and the *Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard*, a non-profit corporation (hereinafter “**CareerSource Brevard**”).

WHEREAS, in 1998 Congress passed the Workforce Investment Act (WIA) to maximize federally funded job training programs and to create a comprehensive workforce investment system. The intended system was to be customer focused and to allow Americans to access the tools they needed to manage their careers through information, high quality services and to help U.S. companies find the skilled workers necessary to compete in a global society; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce areas designated by the Governor of the State of Florida based on meeting performance requirements;

WHEREAS, the workforce system is designed for the Federal, State and Local partners to work together. Local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while the state level workforce investment board provides statewide policy, guidance and interpretations. Local governments through local Boards of County Commissioners provide local control for the workforce system so that, talent supply, job creation, economic development and other services important to local citizens are determined by local decision-making; and

WHEREAS, the County serves in the Chief Elected Official role as prescribed by the Workforce Innovation and Opportunity Act (WIOA) of 2014 (CFR 679.370) and CareerSource Brevard is the designated Regional Workforce Board by the State of Florida, Department of Economic Opportunity (DEO) (Chapter 445, Florida Statutes) for Brevard County; and

WHEREAS, this Memorandum of Understanding sets out the required local control for public workforce services, job training, economic development related activities as declared by WIOA and addresses local accountability, appointment of Board Members, fiscal agent designation, planning, career center (One-Stop), performance measures and other required or agreed upon roles and responsibilities,

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. CHIEF ELECTED OFFICIAL ROLE – Local governance is an important provision of WIOA. The local focus is reflective of local economic conditions, local business and employer demands as well as the broader skill development of needs of jobseekers. This role is operationalized by appointment of members to the CareerSource Brevard Board of Directors which includes designation of CareerSource Brevard as the fiscal agent for public workforce investment resources made available or assigned to Brevard County, approval of the various State and Federal planning documents, maintenance of performance and designation of Career Center or One-Stop Operators.

SECTION 2. BOARD MEMBER APPOINTMENTS – The County shall be responsible for appointment of members to the CareerSource Brevard Board of Directors. As vacancies occur, CareerSource Brevard shall forward the County a list of approved CareerSource Brevard Board of Director’s nominees for appointment. The selection of nominees presented to the County is based on requirements of Section 107(2)(a) of WIOA and 445.007, Florida Statutes. Business representatives shall comprise 51% of the Board of Directors as prescribed by the CareerSource Brevard Bylaws. Business representative

nominees shall come from recommendations of the various economic and business development organizations in Brevard County. The County may appoint or reject the nominees presented. The County Manager shall sit on the CareerSource Brevard Board of Directors or appoint a representative of the senior management staff to serve as a liaison between the County and the CareerSource Brevard Board of Directors. This role shall provide the input and partnership required for the Chief Elected Officials and meets the required participation and oversight of the one-stop career center system. While the County Commission is responsible for the appointment of board members, the County Manager shall also be designated to approve and execute any documents related to CareerSource Brevard Board Membership as required by the State of Florida to meet State Board membership compliance requirements.

2.1 CareerSource Brevard shall adopt such procedures to ensure compliance with applicable conflict of interest and public meeting laws. Members of the CareerSource Brevard Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Brevard Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

SECTION 3. FISCAL AGENT DESIGNATION – The WIOA allows the County to delegate an entity to serve as a local fiscal agent and sub-grant recipient of the funds received pursuant to 20 CFR 679.420. This agreement confirms that the County delegates CareerSource Brevard as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Local Workforce Development Area. As sub-recipient of funds and the fiscal agent, it shall be the responsibility of CareerSource Brevard to assure the funds are received, accounted for in accordance with WIOA, generally accepted accounting principles, OMB Circulars, State of Florida Cash Management policies and any other guidance as prescribed by the grantor or funding source. In the role of fiscal agent, CareerSource Brevard shall provide a copy of the annual financial audit and other information as required by the County within thirty (30) days after approval by CareerSource Brevard. In accordance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, Chief Elected Officials are liable and responsible for administered funds expended under this federal Act. CareerSource Brevard assures that all corporate resources and assets would be made available to insulate the County from all claims arising from misuse of grant funds, disallowed costs, damage, negligence or omissions. CareerSource Brevard Workforce requires all contracted operators to be responsible for such costs and will immediately notify the County Manager or designee of any claim or request for repayment of funds.

SECTION 4. BUDGET APPROVAL – CareerSource Brevard shall provide the annual budget to the County for approval as prescribed by 445.007 Florida Statutes. With the understanding that the funding levels and the budget may change based upon notification of final funds awarded by the state or other funding sources, it shall be agreed upon that the CareerSource Brevard President has the authority to act upon such funding level changes to allow for rapid service response to program funding. All approved funding and other changes which impact the budget will be executed through budget modifications. All budgetary actions will be reported to the CareerSource Brevard Finance Committee on a quarterly basis. The County Manager shall be delegated the authority to approve, quarterly budget updates, and other financial and budget compliance requirements of the State of Florida. The CareerSource Brevard budget is a separate and distinct budget and should not be construed to be a part of the County budget. The County will not be responsible for contributing any funding for the services provided under this MOU.

SECTION 5. INTERNAL AUDITS AND MONITORING – CareerSource Brevard shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of section

3 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring and present audit and monitoring findings directly to the Finance Committee and County.

5.1 CareerSource Brevard shall maintain fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Brevard and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida;

5.2 CareerSource Brevard shall make available to the County and the general public through its website, www.careersourcebrevard.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.

SECTION 6. LOCAL PLANNING DOCUMENTS – CareerSource Brevard is required by the WIOA, other Federal and State funding sources to submit planning documents necessary to apply for and retain the various funding streams which sustain the one-stop/career centers and public workforce services in Brevard County. Each plan may have different public comment, public participation and approval requirements. CareerSource Brevard values the input of the County in its role as Chief Elected Official and pledges to maximize the involvement in the County, designated county staff, and the public in the creation and approval of all planning documents. All plans requiring the County approval will be submitted as prescribed by the funding source to the County. In situations where County Board meetings and CareerSource Brevard Board meetings do not coincide with the prescribed approval process and timelines, the County Manager shall have the authority to approve and execute the planning document with the understanding that the document will be ratified by the respective Boards as soon as practical.

SECTION 7. ONE STOP/CAREER CENTER OPERATOR – WIOA requires that the County approve all one-stop operators. CareerSource Brevard subscribes to the one-stop system concept as described by WIOA but elects to call a “one-stop center” a “career center.” WIOA and State law allows for a local workforce board to operate their own career centers with appropriate approvals. CareerSource Brevard competitively procures and selects career center operators. It shall be agreed by both parties that the County will be notified of the selection of an operator and that the County Manager shall be authorized to designate the selected operator(s) on behalf of the County.

SECTION 8. LOCAL PERFORMANCE – CareerSource Brevard shall endeavor to lead the Florida Workforce system by producing local performance measures which meet or exceed standards established by the State of Florida or the U.S. Department of Labor. The services provided by CareerSource Brevard are supported by a complicated stream of Federal and State funds with varying requirements for performance. The local perspective as embodied in the Chief Elected Official role performed by the County is recognized as essential in determining overall performance. The County Manager or designee shall be authorized to review and approve the local performance measures on behalf of the County. It is agreed that if there are any instances in which the State of Florida, U.S. Department of Labor or other funding sources notifies CareerSource Brevard of actions based on “lack of performance” that the County shall be immediately notified and be allowed to provide the local perspective on performance.

SECTION 9. BOARD MEMBER OR ADMINISTRATIVE STAFF REMOVAL BY THE GOVERNOR – The CareerSource Brevard Bylaws govern board member removal. The President is appointed by the CareerSource Brevard Board of Directors and is retained and removed based on the terms of an employment agreement. The local perspective as embodied in the Chief Elected Official role performed by the County is recognized as essential by the local governance provisions as prescribed by WIOA. It is agreed that if there are any instances in which the State of Florida, U.S. Department

of Labor or other funding sources notifies CareerSource Brevard of action requesting the removal of a Board member, or the CareerSource Brevard President, that the County shall be immediately notified and be allowed to provide the local perspective on the requested action.

SECTION 10. MODIFICATIONS TO MEMORANDUM OF UNDERSTANDING – This Memorandum of Understanding supersedes all other prior written or oral understanding in effect prior to the execution of this document. This Memorandum of Understanding may only be modified, amended or canceled by a written instrument duly executed by the parties hereto.

SECTION 11. TERM – If either party fails or refuses to perform any provisions of this Memorandum of Understanding or otherwise fails to timely satisfy the agreed upon provisions, either may notify the other party in writing of the nonperformance and terminate Memorandum of Understanding or such part to which there has been a delay or properly preform. Such termination is effective upon 180 days from the receipt of the other party's notice of termination.

SECTION 12. RIGHT TO AUDIT RECORDS – In performance of this Memorandum of Understanding, the CareerSource Brevard shall keep books, records, and accounts of all activities related to the Memorandum of Understanding, in compliance with generally accepted accounting principles. All documents, papers, books, records and accounts made or received in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by CareerSource Brevard for a period of five (5) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. CareerSource Brevard agrees to comply with requests of public records which are not considered exempt under Florida Public Records laws. All requests shall follow applicable local CareerSource Brevard policies and DEO Guidance in effect.

SECTION 13. E-VERIFY – CareerSource Brevard shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CareerSource Brevard during the term of the MOU and shall expressly require any subcontractors performing work or providing services pursuant to the MOU to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the MOU term.

SECTION 14. ASSIGNMENT – CareerSource Brevard and the County each bind its respective entity and its successors, legal representatives, and assigns to the other party to this MOU, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this MOU; and neither CareerSource Brevard nor the County shall assign nor transfer their interest in this MOU without the prior written consent of the other party.

SECTION 15. INDEPENDENT CONTRACTOR – It is agreed by the parties that, at all times and for all purposes within the scope of this MOU, the relationship of the County to CareerSource Brevard is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the County or its employees as an employee of CareerSource Brevard. As an independent contractor, the County shall not be entitled to any of the rights, privileges or benefits of CareerSource Brevard employees.

SECTION 16. APPLICABLE LAW – Except as otherwise stated herein, the law of the State of Florida shall govern the validity of this MOU, its interpretation and performance, and any other claims related thereto.

SECTION 17. ATTORNEY'S FEES – In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

SECTION 18. VENUE – Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

DONE, ORDERED AND ADOPTED, in regular session, this 21st day of April, 2020.

Brevard Workforce Development Board, Inc.

Brevard County Board of County Commissioners

Marci Murphy 4/13/2020
Signature: Marci Murphy, President Date

Signature: Bryan Lober, Chair

Susan A
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Date: 2020.04.08 12:54:16 -04'00'
Signature: Susan Glasgow, Chair Date

Attest: Scott Ellis, Clerk
(As approved by the Board of County Commissioners on 04/21/2020)