

**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

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

Signature: Bryan Lober, Chair

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

Exhibit A

**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.
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.

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 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 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. 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 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. ASSIGNMENT

CSB and PARTNER 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 CSB nor PARTNER shall assign nor transfer their interest in this MOU without the prior written consent of the other party.

XXIII. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this MOU, the relationships of PARTNER to CSB 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 PARTNER or its employees as an employee of CSB. As an independent contractor, the PARTNER shall not be entitled to any of the rights, privileges or benefits of CSB employees.

XXIV. 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 hereto.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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**

Description	Budget
INFRASTRUCTURE COSTS	
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
TOTAL INFRASTRUCTURE COSTS	\$1,112,600
ADDITIONAL SERVICES	
Shared Career Center Staffing	\$116,400
TOTAL ADDITIONAL SERVICES	\$116,400
TOTAL ONE-STOP OPERATING BUDGET	\$1,229,000
FTEs Supporting the One-Stop System	82.56
Cost Per FTE = Total One-Stop Operating Budget / # FTEs	\$14,890
Direct Linkage = 0.1 x Cost per FTE	\$1,489

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

Attachment B – Partners On-Site Representation Schedule

CareerSource Brevard One-Stop Career Center Partner On-Site Representation Schedule PY 19-20						
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
TOTALS			82.56	3,302.40	100%	\$1,229,000

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**

**Attachment C - Reconciliation Planning Form for Program Year Ending June 30, 2020
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:

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