

## **MEMORANDUM OF UNDERSTANDING**

between

**Workforce Escarosa, Inc.  
dba CareerSource Escarosa**

and

**Community Action Program Committee, Inc.**

### **I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Community Action Program Committee, Inc.**, (hereafter referred to as the "Partner") and **Workforce Escarosa, Inc. d/b/a CareerSource Escarosa**, (hereafter referred to as **CareerSource Escarosa**).

### **II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. 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 within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

### **III. PROVISION OF SERVICES**

- A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs

**CareerSource Escarosa will perform the following functions:**

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities 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); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; 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 One-stop System.
  4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA. *Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*
  5. Maintain the statewide "CareerSource" branding of each center.
  6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)
  7. Provide an area for WIOA Partner meetings and/or co-location as space permits.
  8. Model CareerSource core values and maintain a professional working environment.
  9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner will perform the following functions:
1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.
  2. Coordinate with CareerSource Escarosa 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 System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760. *Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.
6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.
8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

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

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

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

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

#### **VI. TERM**

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by

either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

#### **VII. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

#### **VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT**

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

#### **IX. NON-DISCRIMINATION**

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

#### **X. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

#### **XI. GOVERNANCE**

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

**XII. SIGNATURES**

Career Source Escarosa:

[Signature]  
Signature

Cliff Krut - Executive Director

Printed Name

8/31/17

Date

Community Action Program  
Committee, Inc.:

[Signature]  
Signature

DOUGLAS BROWN

Printed Name

7/6/17

Date

[Signature]  
Escambia County Commission:

Signature

D. B. Underhill, Chairman

Printed Name

October 17, 2017

Date



ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY: [Signature]  
DEPUTY CLERK

Approved as to form and legal  
sufficiency.

By/Title: B. Ellis - ACA  
Date: 10/10/17

BCC Approved 10-05-2017

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Workforce Escarosa, Inc. dba CareerSource Escarosa**  
**and**  
**Community Action Program Committee, Inc.**  
**Dated August 3, 2017**

**III. PROVISION OF SERVICES**

4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with section 678.700 through section 678.755 of the WIOA and the funding of shared services and operating costs in accordance with section 678.760 of the WIOA.

*Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each One-Stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA section 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

**1. Cost Allocation Methodology**

Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center. Attached to this addendum is the One-Stop Operating Budget (which is a part of the addendum).

**2. Payment**

The Community Action Program Committee, Inc. (CAPC) will provide the following services to CSE staff and customers, and provide a quarterly report on services that includes specifics. The quarterly report will include numbers and monetary values of each services. The value of this in-kind contribution will amount to approximately \$3,000 per year.

- Through a referral process, CAPC agrees to provide CareerSource customers wrap-around services focused on eliminating barriers to employment and/or education. Those services are as follows:
  1. GED Class Registration and GED Testing.
  2. Work tools, uniforms, boots, bus tickets, and/or gas cards for newly employed clients.
  3. Job- and Life-skill certification training programs offered through CAPC agency partner.

- 4. Family Supportive services focused on stability and sustainability (case management, etc.).
- CAPC will offer CareerSource case managers an opportunity to train at CAPC sponsored case management training events. The cost per attendee will be recorded on the quarterly report.

**3. Costs Reconciliation and Allocation**

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

**4. Approval Signatures**

**WORKFORCE ESCAROSA, INC.  
DBA CAREERSOURCE ESCAROSA**

*Sheryl Rehberg*  
Signature

Sheryl Rehberg – Executive Director  
Printed Name

02.01.18  
Date

**COMMUNITY ACTION PROGRAM  
COMMITTEE, INC.**

*John Carroll*  
Signature

John Carroll  
Printed Name

2-1-18  
Date

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

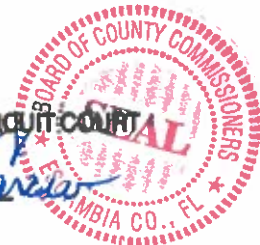
*[Signature]*  
Signature

Jeff Bergosh, Chairman  
Printed Name

6/18/2018  
Date

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY: *[Signature]*  
DEPUTY CLERK



Approved as to form and legal sufficiency.

By/Title: *B. Ellis*  
Date: 06/14/2018

BCC Approved 06-07-2018

