

7/2/2020 CAI-5

**FLORIDA DEPARTMENT OF EDUCATION
CONTRACT NO. IA-767
AMENDMENT NO.: 2 RENEWAL NO.: 1**

This AMENDMENT/RENEWAL to the Florida Department of Education Contract Number IA-767 ("Contract") is entered into by and between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (the "Contractor") authorized to do business in the State of Florida, with its principal office at 3670-B North L. St. Ste., Pensacola, Florida 32505 and the Florida Department of Education, Division of Vocational Rehabilitation ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on July 1, 2017, the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is June 30, 2020; and

WHEREAS, the Department is exercising its option to renew this Contract pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; with the expiration date of June 30, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. Section VII., Term, first paragraph, is hereby amended to now read:

This MOU is effective July 1, 2016 through June 30, 2020 and may be renewed for three-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice

3. The parties hereby exercise their right to renew the Contract for an additional three years, thereby establishing a new expiration date of June 30, 2023.
4. All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

The effective date of the Amendment shall be the date that it is signed by both parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

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Date: 7/2/2020 Verified By: GKH

DEPARTMENT OF EDUCATION

By: [Signature]
Signature

Name: Richard Corcoran *J. Alex Kelly*
Title: Commissioner *Chid Stark*

Date: 6/5/20

ESCAROSA, INC. d/b/a CAREERSOURCE
ESCAROSA

By: [Signature]
Signature

Name: Sheryl Rehberg
Title: Executive Director

Date: 05.21.2020

~~SANTA ROSA COUNTY
BOARD OF COMMISSIONERS~~

~~By: _____
Signature~~

~~Name: W. D. "Don" Salter
Title: Chairman~~

~~Date: _____~~

DEPARTMENT OF EDUCATION

By: _____
Signature

Name: Allison Flanagan
Title: Vocational Rehabilitation Director

Date: _____

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

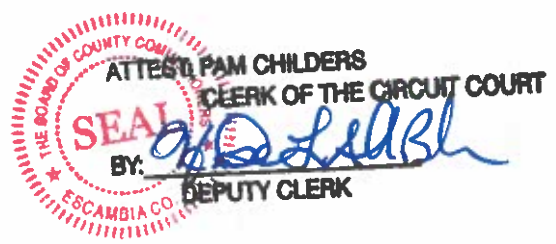
By: [Signature]
Signature

Name: Steven Barry
Title: Chairman

Date: 7/21/2020

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Assistant County Attorney
Date: 6-19-2020



DEPARTMENT OF EDUCATION

ESCAROSA, INC. d/b/a CAREERSOURCE
ESCAROSA

By: [Signature]
Signature

By: [Signature]
Signature

Name: Richard Corcoran *J. Alex Kelly*
Title: Commissioner *Child Staff*

Name: Sheryl Rehberg
Title: Executive Director

Date: 6/15/20

Date: 05.21.2020

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

DEPARTMENT OF EDUCATION

By: [Signature]
Signature

By: _____
Signature

Name: W. D. "Don" Salter

Name: Allison Flanagan

Title: Chairman

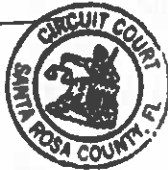
Title: Vocational Rehabilitation Director

Date: 6-25-20

Date: _____

ATTEST: [Signature]
Donald C. Spencer, Clerk of Court

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



By: _____
Signature

Name: Steven Barry

Title: Chairman

Date: _____

**MEMORANDUM OF UNDERSTANDING
NO.: IA-767
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1**

Memorandum of Understanding (MOU) number IA-767, entered into by and between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa ("CareerSource") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on November 15, 2017, is hereby amended as follows:

1. Section VII., Term, first paragraph, is hereby amended to now read:

This MOU is effective July 1, 2016 or date fully executed, through June 30, 2020 and may be renewed for successive one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Attachment I, Infrastructure Funding Agreement, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

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MEMORANDUM OF UNDERSTANDING
NO.: IA-767
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

WORKFORCE ESCAROSA, INC. DBA
CAREERSOURCE ESCAROSA

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

BY: *Sheryl Rehberg*
Sheryl Rehberg, Executive Director

BY: *Pam Stewart*
Pam Stewart, Commissioner of Education

DATE: 01/31/18

DATE: 3/2/18

SANTA ROSA COUNTY BOARD OF
COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: *Robert A. Cole*
Robert A. "Bob" Cole, Chairman

BY: _____
Jeff Bergosh, Chairman

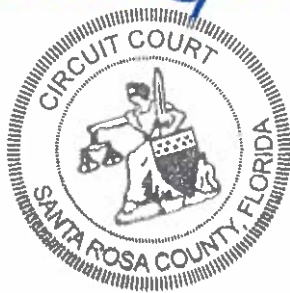
DATE: 6-25-18

DATE: _____

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: *Donald C. Spencer* BY: _____



MEMORANDUM OF UNDERSTANDING
NO.: IA-767
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

WORKFORCE ESCAROSA, INC. DBA
CAREERSOURCE ESCAROSA

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

BY: Sheryl Rehberg
Sheryl Rehberg, Executive Director

BY: Pam Stewart
Pam Stewart, Commissioner of Education

DATE: 01/31/18

DATE: 3/2/18

SANTA ROSA COUNTY BOARD OF
COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Robert A. "Bob" Cole, Chairman

BY: _____
Jeff Bergosh, Chairman

DATE: _____

DATE: 5/18/2018

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____

BY: Heather M. ...



Approved as to form and legal
sufficiency.

By/Title: B. Ellen ...
Date: 05/02/2018

BCC Approved 05-17-2018

MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM

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 of 2014 (WIOA), and is entered into by the Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the Partner) and CareerSource Escarosa d/b/a/ Workforce Escarosa, Inc (hereafter referred to as "CareerSource"), and the Chief Elected Officials of Escambia and Santa Rosa County, (hereafter referred to as CEO).

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 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 and to 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 to persons with disabilities within the region.

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 local area workforce board and the Chief Elected Officials of Escambia and Santa Rosa County have designated CareerSource to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource 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 (TM); 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 One-stop System.
 4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
 5. 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 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)
 7. Provide an area for the Partner's 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 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 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 for the potential funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
 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.

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. INFRASTRUCTURE COSTS

Costs of the infrastructure of one-stop 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 Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

VII. TERM

This MOU is effective July 1, 2017 through June 30, 2020, and may be renewed for an additional three-year term. This MOU may be terminated for convenience at any time by any party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this MOU.

VIII. 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.

IX. THIRD PARTY BENEFICIARY

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

X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource 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.

SIGNATURES

**Santa Rosa County
Commission:**

[Signature]
Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date

**CareerSource
Escarosa:**

[Signature]
Signature

CLIFF J. KRUI
Printed Name

6/23/17
Date

**Department of Education
Vocational Rehabilitation
(Partner):**

[Signature]
Signature

Printed Name

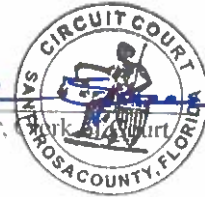
11/15/17
Date

**Escambia County
Commission:**
[Signature]
Signature

D. B. Underhill, Chairman
Printed Name

10/17/2017
Date

ATTEST: [Signature]
Donald C. Spencer,



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

ATTACHMENT I TO THE MEMORANDUM OF UNDERSTANDING
Between
Workforce Escarosa, Inc. dba CareerSource Escarosa
and the
Department of Education, Division of Vocational Rehabilitation

1. Effective Period

This Infrastructure Funding Agreement (IFA) is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020.

2. Cost Allocation Methodology

Infrastructure costs per the annual budget, included as Exhibit I, are allocated by full time employee (FTE) for partners and programs that are physically located in the One-Stop Center. VR is responsible for contributing \$2,903.00 annually based on an estimated .20 FTE presence.

3. Payment

CareerSource Escarosa shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section V. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

4. 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.

5. Steps Utilized to Reach Consensus

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

6. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should

informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner 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.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

7. Modification Process

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

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8. Approval Signatures

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

Sheryl Rehberg
Signature

Sheryl Rehberg – Executive Director
Printed Name

01.31.18
Date

**DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL
REHABILITATION**

Pam Stewart
Signature

Pam Stewart, Commissioner of Education
Printed Name

3/2/18
Date

**SANTA ROSA COUNTY BOARD
OF COMMISSIONERS**

Robert A. Cole
Signature

Robert A. "Bob" Cole, Chairman
Printed Name

6-25-18
Date

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

Signature

Jeff Bergosh, Chairman
Printed Name

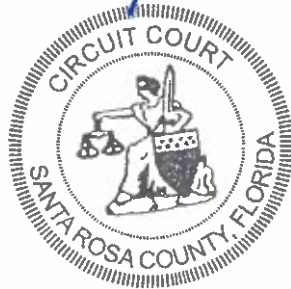
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Donald C. Spencer
Clerk

By: _____
Deputy Clerk



8. Approval Signatures

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

Sheryl Rehberg
Signature

Sheryl Rehberg – Executive Director
Printed Name

01.31.18
Date

**SANTA ROSA COUNTY BOARD
OF COMMISSIONERS**

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

**DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL
REHABILITATION**

Pam Stewart
Signature

Pam Stewart, Commissioner of Education
Printed Name

3/2/18
Date

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

[Signature]
Signature

Jeff Bergosh, Chairman
Printed Name

5/18/2018
Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Approved as to form and legal
sufficiency.

By/Title: B. Ellen Ua AEA
Date: 05/02/2018

