

**MEMORANDUM OF UNDERSTANDING ONE-
STOP CAREER CENTER SYSTEM**

**And The District Board of Trustees of
Pensacola State College, Florida (PSC)**

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the **The District Board of Trustees of Pensacola State College, Florida** (hereafter referred to as the College) 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 College 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 College to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human services, 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 local area workforce board d/b/a CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa Counties as the administrative entity, grant recipient and fiscal agent.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the College regarding improvements, changes, and/or additions.
2. Coordinate with the College 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) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinate with the College 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 College for the funding of the infrastructure costs of the One-Stop career centers in accordance with 20 CFR §678.700 through §678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR §678.760 of the WIOA 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 7:30 am until 4:30 pm, Monday through Friday (excluding recognized holidays and emergency situations.)
 7. Provide an area for the College'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 College 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 20 CFR §678.700 through §678.755 and the funding of shared services and operating costs in accordance with 20 CFR §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR §361.505 and 34 CFR §361.720

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 monthly 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 One-Stop collaboration, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the Colleges's programs and procedures to CareerSource staff.
8. Provide a key leadership representative of the College 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; provided however, that College shall not be prohibited from releasing any records deemed a public record and required to be released pursuant to Chapter 119, Florida Statutes.

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.

ACCESS FOR INDIVIDUALS 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.

VIII. 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 One-Stop 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.

One-Stop Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, the Age Discrimination Act of 1975, 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the College, 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 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.

XI. NO PARTNERSHIP OR JOINT VENTURE

This Agreement is styled as a "One-Stop Partner Agreement" for purposes of compliance with the Workforce Innovation and Opportunity Act of 2014 and the Federal regulations promulgated thereunder. The use of the term "partner" herein is not a designation of a business entity and refers only to the collaboration of the parties to this agreement to provide public services under the Act and shall in no way signify that the parties agree or purport to be bound under the partnership laws of the State of Florida set forth in Chapter 620, Florida States. Nothing herein contained shall constitute a business partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by

any representation, act or omission of the other in any manner contrary to the provisions hereof.

XII. SIGNATURES

Career Source Escarosa:

[Signature]
Signature

Cliff Krut - Executive Director
Printed Name

8/11/17
Date

The District Board of Trustees of Pensacola State College, Florida:

[Signature]
Signature

C. Edward Meadows, President
Printed Name

Date

Escambia County Commission:

[Signature]
Signature

D. B. Underhill, Chairman
Printed Name

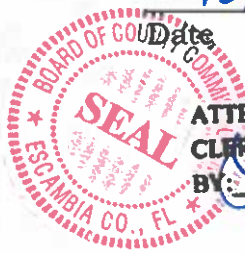
10/17/2017
Date

Santa Rosa County Commission:

[Signature]
Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date



ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: [Signature]
DEPUTY CLERK



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

Approved as to form:

[Signature]
Thomas J. Gilliam, Jr. General Counsel
for Pensacola State College

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 the
District Board of Trustees of Pensacola State College, Florida (PSC)
Dated August 11, 2017**

III. PROVISION OF SERVICES

4. Coordinate with the College for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with 20 CFR section 678.700 through section 678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR section 678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

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

CareerSource Escarosa shall submit to the Pensacola State College, Florida a quarterly invoice in the amount of \$725.75 to cover costs that are agreed to in this IFA to be paid within 30 days.

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**


Signature

Sheryl Rehberg – Executive Director
Printed Name

12.08.17
Date

**THE DISTRICT BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE,
FLORIDA**


Signature

C. Edward Meadows, President
Printed Name

12/18/2017
Date

**SANTA ROSA COUNTY BOARD
OF COMMISSIONERS**


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

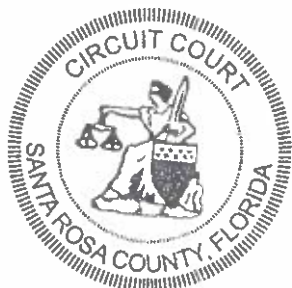
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: 
Clerk

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk



Approved as to Form:

By: 
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

4. Approval Signatures

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

THE DISTRICT BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE,
FLORIDA

Sheryl Rehberg
Signature

C. Edward Meadows
Signature

Sheryl Rehberg – Executive Director
Printed Name

C. Edward Meadows, President
Printed Name

12/08/17
Date

12/18/2017
Date

SANTA ROSA COUNTY BOARD
OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh
Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Jeff Bergosh, Chairman
Printed Name

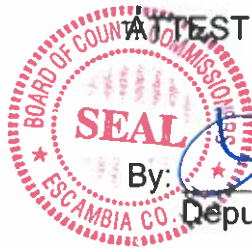
Date

6/18/2018
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Clerk



By: Leah Crew
Deputy Clerk

Approved as to form and legal
sufficiency.

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

Approved as to Form:
By: Thomas J. Gilliam, Jr.
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

BCC Approved 06-07-2018

