

**MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
PALM BEACH STATE COLLEGE
4200 Congress Avenue, Station 60, Lake Worth, Florida 33462**

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by Palm Beach State College ("Partner") and CareerSource Palm Beach County, Inc. ("CareerSource").

II. PURPOSE

The Act 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 the 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" delivery system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU 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 Palm Beach County.

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. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop 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 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; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
2. 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 delivery system.
3. 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 infrastructure funding mechanism requirements issued by the State of Florida.
4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.
5. 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).

6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.
7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
8. The contact information for CareerSource is as follows:

Steve Craig, President/CEO

3400 Belvedere Road, West Palm Beach, Florida 33406

Telephone Number: 561-340-1060 Ext. 2221

Fax Number: 561-340-1062

E-Mail: scraig@careersourcepb.com

C. Partner agrees to perform the following functions under this MOU:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-Stop 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 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 delivery system such as TTY/TTD, assistive and adaptive technology.
3. Coordinate with CareerSource 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 §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act 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 feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.
6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.
7. The contact information for Partner is as follows:

Dr. Ava Parker, President

4200 Congress Avenue, Station 60, Lake Worth, Florida 33462

Telephone Number: (561) 868-3501 Fax Number: (561) 868-3504

E-mail: avaparker@palmbeachstate.edu

- D. Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon 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 career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner's appeal to the State regarding infrastructure costs, results in a change to the Partner's infrastructure cost contributions, this MOU shall be updated to reflect the final Partner's infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY

All required Partners will provide access to their programs at CareerSource's comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource's career center affiliate locations would be required to contribute to the infrastructure costs for those career centers,

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

- a) remedy the imbalance of non-physically represented Partners, and
- b) comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received

VIII. TERM

The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS

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.

X. 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.

XI. 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 MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE

The accountability and responsibility for the One-Stop delivery system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION

If an issue arises involving this MOU, 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. 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 (DEO) to review concerns and determine resolution. DEO may remand the issue back to the President/CEO of CareerSource and to the Partner, Partner or impose other remedies to resolve the issue.

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XV. INDEPENDENT CONTRACTOR In the execution of this MOU and rendering of services prescribed by this MOU, Partner shall maintain at all times its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall neither have nor exercise any control or direction over the methods by which the Partner shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this MOU, act of Partner in the performance of this MOU, or act of CareerSource in the performance of this MOU, shall be construed as making Partner the agent, servant or employee of the CareerSource.

XVI. INDEMNIFICATION/HOLD HARMLESS

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Partner shall be liable, and agrees to be liable, for and shall indemnify, defend, and hold harmless CareerSource, any of its directors, employees, or agents, officers or assignees, and the Palm Beach County Board of County Commissioners and the Palm Beach County Workforce Development Consortium from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Partner or any employee, agent, subcontractor, or representative of the Partner.

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, CareerSource shall be liable, and agrees to be liable, for and shall indemnify, defend, and hold harmless Partner, any of its directors, employees, or agents, officers or assignees, from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of CareerSource or any employee, agent, subcontractor, or representative of CareerSource.

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)

Partner agrees that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either

citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)
- 10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.
- 11) As applicable, 2 CFR Part 200 and 29 CFR Part 37.

XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS Clean Air and Water Act: When applicable, if this MOU is in excess of \$100,000, Partner shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Partner shall report any violation of the above to the CareerSource. Energy Efficiency: Partner shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Partner will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource's approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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IN WITNESS WHEREOF, Partner and CareerSource have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY: CareerSource Palm Beach County, Inc.

APPROVED BY: Palm Beach State College

BY: _____



Name: Steve Craig

Title: President/CEO

Date: _____

1-22-18

BY: _____



Name: Ava Parker

Title: President

Date: _____

1-19-18

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Legal Counsel

ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year's expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.

		PBSC Career and Technical Ed
	One Stop Delivery System 119.00 97.58%	0.20 0.16%
Labor Hours/FTE		
Infrastructure Expense		
Leases	\$521,854	\$856
Liability/Property/Other Insurance	\$83,056	\$136
Copiers	\$40,216	\$66
Telephone/Internet	\$72,072	\$118
IT Licenses/Fees	\$190,137	\$312
Utilities	\$41,861	\$69
Facilities Maintenance	\$36,376	\$60
Record Storage & Maintenance	\$13,922	\$23
IT Supplies	\$28,731	\$47
Office Supplies	\$42,000	\$69
Other	\$0	\$0
Total Infrastructure Costs	\$1,070,224	\$1,755
Additional One Stop Costs		
Career Services Staff	\$491,569	\$806
IT Staff-Shared Cost	\$395,532	\$649
Front Desk/Center Mgr	\$97,917	\$161
DEO Career Services Staff	\$501,325	\$822
Temp Services (1 FTE)	\$50,000	\$82
Furniture/Equipment	\$0	\$0
Indirect Cost (.1429)	\$297,905	\$489
Total Additional One Stop Expense	\$1,834,248	\$3,008
Total/Total Infrastructure and Additional One Stop Costs	\$2,904,472	\$4,763
In Kind Costs		(\$5,880)
Estimated Amount Due to CareerSource Palm Beach County		\$0