

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

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 and between Pasco Hernando State College, a mandatory partner in one-stop career centers as further described below (hereafter referred to as "Partner Agency") and Pasco-Hernando Workforce Board, Inc. d/b/a/ CareerSource Pasco Hernando (hereafter referred to as "CSPH"), Hernando County Board of County Commissioners ("Hernando County"), and Pasco County Board of County Commissioners ("Pasco County"). Hernando County and Pasco County shall be collectively hereinafter referred to as the "Chief Elected Officials."

WHEREAS, 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;

WHEREAS, the purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSPH and Partner Agency 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;

WHEREAS, this MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pasco and Hernando counties;

WHEREAS, this MOU will establish joint processes and procedures that will enable Partner Agency 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 Pasco and Hernando counties; and,

WHEREAS, the parties 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.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- I. RECITALS.** The foregoing recitals are true and correct and are hereby incorporated in *haec verba*.
- II. TERM, RENEWAL, AND AMENDMENT**

This MOU is effective for an initial three (3) year term commencing on July 1, 2020 and ending on June 30, 2023. The MOU shall be automatically renewed for successive three-year terms (each a "Renewal Term"), subject to review for potential amendment by the parties not less than 90 days prior to expiration of the Initial Term or any Renewal Term. This MOU may be terminated at any time by any party upon thirty (30) days written notice to the other party. Neither this MOU nor any provision hereof may be changed, waived, or discharged orally, but only by an instrument in writing signed by each of the parties to this Agreement.

III. PARTNER AGENCIES

A. Required One-Stop Partners

Department of Labor

- ❖ WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - YouthBuild;
 - Native American programs;
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- ❖ Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- ❖ Unemployment Compensation (UC) programs;
- ❖ Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- ❖ Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- ❖ Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- ❖ Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- ❖ The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV; io9/kloo+-
- ❖ Division of Blind Services;

Department of Housing and Urban Development

- ❖ Employment and training programs;

Department of Health and Human Services

- ❖ Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- ❖ Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

B. Additional One-Stop Partners

1. Additional One-Stop Partners which may become part of the one-stop career center delivery system may include those entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, and may serve as additional Partners in the American Job Center network if their participation is approved by the Local Workforce Development Board and Chief Elected Official.
2. Additional Partner Agencies may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues. [20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

IV. PROVISION OF SERVICES

- A. The Pasco-Hernando Local Workforce Board and the Chief Elected Officials have designated CSPH to act as the administrative entity, grant recipient and fiscal agent for this area. CSPH will perform the following functions:
1. Coordinate with the Partner Agency 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.
 2. Coordinate with the Partner Agency 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 the Partner Agency 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.
 4. Maintain the statewide "CareerSource" branding of each 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 Agency's meetings and/or co-location as space permits.
 7. Model CSPH core values and maintain a professional working environment.
 8. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner Agency will perform the following functions:
1. Coordinate with CSPH 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 CSPH 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 CSPH 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. 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 CSPH management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSPH staff.

V. METHODS OF INTERNAL REFERRAL/ACCESS TO SERVICES

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.

VI. CONFIDENTIALITY OF RECORDS

Unless otherwise precluded by applicable law, in the event that any 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.

VII. 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.

VIII. INDEPENDENT CONTRACTOR/NO JOINT VENTURE.

It is understood that each of the parties to this MOU act as independent contractors and not as agents or employees of the other parties for any purpose including, but not limited to, federal tax and other state and federal law purposes. This is a collaborative project between various partner agencies but is no way a joint-venture of shared ownership. Each party assumes responsibility for the payment of their own federal, state and local taxes imposed or required under law. Each party shall be solely responsible for any worker's compensation insurance required by law. Each party shall be responsible for purchasing and maintain appropriate liability insurance coverage for the services contemplated herein. No party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by a party or executing contracts binding upon the other parties.

IX. ENTIRE AGREEMENT

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.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSPH, the Partner Agency, and the Chief Elected Officials 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 CSPH and Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Workforce Board, in partnership with the CEOs, shall conduct oversight with respect to the One-stop System.

XII. DISPUTE RESOLUTION.

Any dispute concerning the delivery of services under this MOU shall be addressed to the Designated Representative for potential resolution. Each party will be notified in writing, in accordance with the notice provision of this MOU, of any determination or decision in the event of a dispute.

XIII. DESIGNATED REPRESENTATIVE.

The Designated Representative for the Partner Agency for this MOU shall be Dr. Timothy Beard, President____, or other designee. The Designated Representative for CSPH for this MOU shall be Jerome Salatino, or other designee. Questions regarding this MOU or services provided shall be directed to the respective Designated Representative. If the Designated Representative changes, the party whose Designated Representative is changing, will provide written notification, in accordance with the notice provision of this MOU, to the other parties.

XIV. LIABILITY.

No party assumes any liability for any claims for damages arising out of or from the other parties actions in performing services under this MOU. Each party shall be responsible for its own acts and the acts of its agents, and agrees to be liable for damages proximately caused thereby, but only to the limits of liability and as otherwise provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of any party's sovereign immunity, if applicable, nor shall anything herein be construed to be a consent to be sued by any third party for any cause or matter arising from or related to this MOU.

XV. NOTICES.

All notices, demands, and other writing required under this MOU shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the U.S. Mail, certified return receipt requested and addressed to the parties at the addresses noted in this MOU or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

CareerSource Pasco Hernando	CareerSource Pasco Hernando PO Box 6589 Spring Hill, FL 34611
With a copy to:	The Hogan Law Firm PO Box 485 Brooksville, Florida 34605
Partner Agency	Pasco-Hernando State College 10230 Ridge Road New Port Richey, FL 34654

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XVI. ASSIGNMENT.

This MOU shall not be assigned nor may any portion of the services contemplated in the MOU be subcontracted to another party without prior written approval of the CSPH. The Partner Agency shall not delegate any of the obligations under this MOU or performance of the services to any third party without prior written approval from the CSPH.

XVII. DEFAULT.

Neither party shall declare the other party in default of any provision of this MOU without giving the other party at least fifteen (15) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

XVIII. JOINTLY DRAFTED.

The parties agree that this MOU is entered into knowingly and voluntarily. The parties agree that the MOU shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

XIX. AUTHORITY.

The Parties have caused this MOU to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

XX. SEVERABILITY.

Whenever possible each provision and term of this MOU will be interpreted in a manner to be effective and valid but if any provision or term of this MOU is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this MOU.

XXI. COUNTERPARTS.

This MOU may be executed in a number of identical counterparts and a facsimile copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one MOU. In making proof of this MOU, it shall not be necessary to produce or account for more than one such counterpart.

XXII. LAW OF THE MOU, JURISDICTION AND VENUE.

All questions, issues or disputes arising out of or under this MOU, shall be governed by the laws of the State of Florida and State jurisdiction and venue are hereby agreed by the parties to be solely

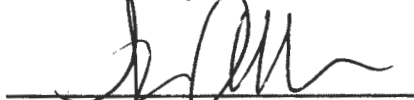
and exclusively in the county or state courts in and for Pasco or Hernando County, Florida and no other location. The parties hereby waive any rights to venue in any other jurisdiction. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

XXIII. MISCELLANEOUS.

Whenever the context shall so require, all words in this MOU of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this MOU. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this MOU and which are not inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

Hernando County BOCC Chair



Signature

John Allecco, Chairman
Printed Name/Title

May 25, 2021
Date

Pasco-Hernando Workforce Board, Inc.



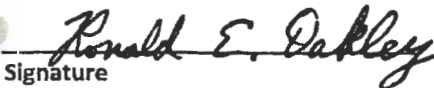
Signature

Jerome Salatino/President/CEO

Printed Name/Title

Date

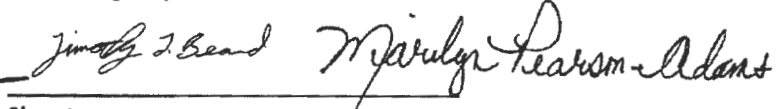
Pasco County BOCC Chair



Signature

Ronald E. Oakley, Chairman
Printed Name/Title

Partner Agency



Signature

Timothy Beard, Ph.D., President

Printed Name/Title

11/23/2020

Marilyn Pearson-Adams
PHSC DBOT Chair

APPROVED
IN SESSION

APR 20 2021

PASCO COUNTY
BOCC



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Signature

Printed Name/Title

Date

Pasco County BOCC Chair

Signature

Printed Name/Title

Date

Pasco-Hernando Workforce Board, Inc.

Signature

Printed Name/Title

Date

Partner Agency

Signature

Printed Name/Title

11/23/2020

Marilyn Pearson-Adams
PHSC DBOT Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney's Office

Attachment A

Description of Services

Pasco Hernando State College

Pasco Hernando State College will provide information on their employment and training services to include:

- Career Assessment
- Placement Testing
- Internship Opportunities
- Job Placement Information
- General Educational Advisement
- Delivery of Educational Advisement
- Delivery of Educational and Training Services
- Placement and Salary information on PHSC program participants as provided by the Florida Education & Training Placement Program (FETPIP).

Description of Services

CareerSource Pasco Hernando

- Business Services
- Employed Worker and On the Job Training
- Recruitment and Pre-Screening
- Job Fairs
- Job Referral and Placement Assistance
- Resume Assistance
- Professional Placement Network
- Mobile One Stop (Based on Availability)
- Training and Resources
- Labor Market Information
- Career Exploration