



ATTACHMENT 1
Action Item
MOU/IFA Renewals



ACTION ITEM 15

MOU/IFA Renewals: CareerSource Pinellas and WIOA Required Partners

Background

The Workforce Innovation and Opportunity Act of 2014 relies heavily on the One-Stop Delivery System to coordinate resources and to prevent duplication and ensure effective and efficient delivery of workforce services in Pinellas County. The Memorandum of Understanding (MOU) establishes joint processes and procedures that enable Partner integration into the One-Stop Delivery System resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development.

The Infrastructure Funding Agreement (IFA) establishes a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Delivery System. Both parties to this IFA agree that joint funding is a necessary foundation for an integrated service delivery system.

CareerSource Pinellas has outreached to partners to coordinate the renewal of the MOU/IFA agreements.

| Partner Program | Partner Organization | Authorization Category | Contact Information | Co-Located | Status |
|--|------------------------------|--|--|------------|----------------|
| AARP Foundation SCSEP | AARP Foundation | Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) | Gina Kravitz (727) 547-0534 7800 66 th Street North, Suite 301 Pinellas Park, FL 33781 www.aarp.org gkravitz@aarp.org | Yes | Partner Signed |
| Adult Education and Family Literacy Programs | Pinellas County School Board | WIOA title II Adult Education and Family Literacy Act (AEFLA) Program | Mark Hunt 301 Fourth Street SW Largo, FL 33779 (727) 588-6006 www.pcsb.org huntwi@pcsb.org | Yes | Partner Signed |
| Career, Technical & Adult Education Programs | Pinellas County School Board | Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) | Mark Hunt 301 Fourth Street SW Largo, FL 33779 (727) 588-6006 www.pcsb.org huntwi@pcsb.org | Yes | Partner Signed |

| | | | | | |
|-------------------------------------|--|---|---|--------|---------------------------|
| Community Services Block Grant | Pinellas Opportunity Council | Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.) | Patricia Sawyer 501 First Avenue North, Suite 517 St. Petersburg, FL 33701 (727) 823-4101 ext 116 www.poc-inc.org psawyer@poc-inc.org | Remote | Partner Signed |
| Division of Blind Services | FL Department of Education | 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 | Nancy Brown Nancy.Brown@dbs.fldoe.org Marcela Blanchett Marcela.Blanchett@dbs.fldoe.org 415 South Armenia Avenue Tampa, FL 33609 (813) 871-7190 www.dbs.fldoe.org | Remote | Pending Partner Signature |
| Job Corps | Odle Management | Job Corps, WIOA Title I, Subtitle C | Tim Foley (727) 551-2900 foley.tim@odle.com Omoniyi Amoran 500 22nd Street South, St. Petersburg, FL 33712 (727) 551-2906 amoran.Omoniyi@jobcorps.org www.jobcorps.org | Yes | Partner Signed |
| Vocational Rehabilitation | FL Department of Education | 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 | John Howell 1313 North Tampa Street, Suite 801 Tampa, FL 33602 (813)-233-3609 www.vr.fldoe.org john.howell@vr.fldoe.org | Remote | Pending Partner Signature |
| HUD Employment and Training Program | St. Petersburg Housing Authority | Employment and training activities carried out by the Department of Housing and Urban Development | Danielle Thomas 2001 Gandy Boulevard North St. Petersburg, FL 33702 (727) 323-3171 ext 211 www.stpeteha.org dthomas@stpeteha.org | Remote | Partner Signed |
| Second Chance Act | People Empowering and Restoring Communities (PERC) | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | Michael Jalazo 12810 US Hwy 19 North Clearwater, FL 33764 (727) 954-3993 www.Exoffender.org mjalazo@exoffender.org | Remote | Partner Signed |

RECOMMENDATION

Approval of the [MOU/IFA Renewals](#) for CareerSource Pinellas and WIOA Required Partners for submission to the Board of County Commissioners for review and approval.



ATTACHMENT 2
MOU/IFA Renewals



**FIRST RENEWAL AND AMENDMENT
of the
MEMORANDUM OF UNDERSTANDING
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
AARP FOUNDATION**

This First Renewal and Amendment of the Memorandum of Understanding (the "MOU") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and **AARP FOUNDATION**, ("Partner") and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The first paragraph of "**Term**" in **Section XI** is replaced with the following:

This MOU is effective upon April 21, 2020 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

2. **Section VI, "Infrastructure Costs"** is replaced with the following:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.

3. **Attachment A**, the executed Infrastructure Funding Agreement (the "IFA") between the parties is hereby incorporated into this MOU in its entirety.
4. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.
5. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



AARP FOUNDATION:

DocuSigned by:
 Signature: Demetri Antzoulatos
623F409E96E1430...

Name: Demetrios Antzoulatos

Title: VP, Finance, Grants, Operations

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Handwritten Signature]

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Handwritten Signature]

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM

By: Matthew Tolnay
 Office of the County Attorney



Attachment A

INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
AARP FOUNDATION

Infrastructure Agreement



INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS
AND
AARP FOUNDATION

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by AARP FOUNDATION and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

Giovanni Barcesi
727.547.0534
gbarcesi@aarp.org

III. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Infrastructure Agreement

and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:



Infrastructure Agreement

CareerSource Pinellas
IFA Budget
FY 2019/2020

| Description | Estimated IFA Budget |
|--------------------------------|-------------------------|
| Communications | 72294 |
| Utilities | 57960 |
| Office Rent/Lease | 152075 |
| Equip Rent/Lease | 34230 |
| Repairs & Maintenan | 8040 |
| Bldg Security | 1050 |
| Janitorial Expense | 22950 |
| Copy Mach Usage/Mnt | 9030 |
| Office Supplies | 11220 |
| Pest Control | 3096 |
| Operating Supplies | 3000 |
| Comp Software/License/Main | 1800 |
| Equipment <\$5,000 | 7500 |
| Postage/Shipping | 3420 |
| Document Shredding | 860 |
| Insurance | 14130 |
| | |
| Total FTE's | 67 |
| | |
| Cost Per FTE | \$ 6,000 |

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are **linked** virtually through online service access to a program staff **member** via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can **provide** information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to **determine** overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically **represented** Partners, and

Page 3 of 8

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Infrastructure Agreement

- b) To 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.

As outlined in the **MOU**, the 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.

VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

I. INFRASTRUCTURE COSTS

| | |
|-------------|--|
| 1 FTE | Flat fee of \$6,000/year |
| Partial FTE | Will be prorated based on the \$6,000 <ul style="list-style-type: none"> For example 1 day per week then it would be 20% or \$1,200.00/year |

The partner **agrees** to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due **30 days** from the date of execution of the IFA and MOU, and will cover the period of July 1, 2019 through June 31, 2021. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58th St N., Suite 2-140, Clearwater, FL 33760

VII. COST RECONCILIATION

All Parties **agree** that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The LWDB will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are **defined** as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are **not** compensation for personnel costs. For example,



Infrastructure Agreement

technology-related services performed by vendors or contractors are non-personnel costs **and** may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, **allocable** salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in **that** one-stop center is a personnel expense. These costs, therefore, could not be included in **infrastructure** costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, **whether** they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the **Partner programs'** authorizing laws and regulations and the Uniform Guidance.

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In **order** to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility **and** participation **requirements**, as well as with the **available** services and benefits **offered**, for each of the Partners' programs represented in the **local** American Job Center network,
- **Develop** materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services **and** benefits under partner programs,
- **Regularly** evaluate ways to improve the referral process, including the use of customer **satisfaction** surveys,
- Commit to robust and ongoing communication required for an **effective** referral process, and,



Infrastructure Agreement

- Commit to actively follow up on **the results of referrals** and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CareerSource **will** provide employment services to **individuals** participating in the partner programs and **aggregated** information to assist the partner in its evaluation of the **effectiveness** of programs, as it relates to the employment of students who have participated in **partner** programs. The partner will utilize **this** information for tracking **Return on Investment (ROI)**. **All data received will remain confidential and CareerSource will only allow** those employees who have a **legitimate need** to access the information with access to the personally identifiable information provided by the partner.

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and **maintain** an integrated case management system, as appropriate, **that** informs customer service throughout customers' interaction with **the integrated system** and allows information collected **from customers at intake to be captured once**.

Partners further agree that the collection, use, and **disclosure** of customers' personally identifiable information (PII) is subject to various requirements set forth in **Federal and State** privacy laws. Partners acknowledge that **the execution of this IFA, by itself, does not** function to satisfy **all of these requirements**.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- **Customer PII will be properly secured** in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer **education records**, and the PII contained therein, as **defined** under FERPA, **shall** comply with FERPA and applicable State privacy laws.
- **All confidential data** contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All **personal** information contained in VR records must **be protected** in accordance with the requirements set forth in 34 CFR 361.38.
- Customer **data** may be shared with other **programs**, for those **programs'** purposes, within the American Job Center network only after **the informed written consent** of the **individual** has been obtained, where required.
- Customer data will **be kept confidential**, consistent with **Federal and State** privacy laws and regulations.
- All **data** exchange activity will **be conducted** in machine **readable** format, such as HTML or PDF, for example, and in compliance with Section 508 of the **Rehabilitation Act** of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and **disclosure** requirements governing PII and any other confidential **data** for all applicable programs, including FERPA-protected education records, **confidential** information in UI records, and personal information in VR records.



Infrastructure Agreement

X. TERM

The Term of this IFA shall commence on July 1, 2019, or the date last executed by both parties, whichever is later, through June 30, 2021, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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 sent via certified U. S. Mail.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

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.

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)

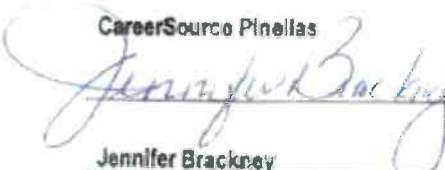



Infrastructure Agreement

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.

XVI. SIGNATURES

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

| | | | |
|--------|---|--------|--|
| | APPROVED BY: | | APPROVED BY PARTNER: |
| | CareerSource Pinellas | | |
| By: |  | By: |  |
| Name: | Jennifer Brackney | Name: | Demetrios Antzoulatos |
| Title: | CEO | Title: | VP Finance, Grants, Operations |
| Date: | 3/18/2020 | Date: | 3-5-20 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Attachment B

**FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
AARP FOUNDATION**

This First Renewal and Amendment of the Infrastructure Funding Agreement (the "IFA") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and the **AARP FOUNDATION**, ("Partner") and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

1. The Partner Contact Information in **Section I, "Parties"** is replaced with the following:

Gina Kravitz
(727) 547-0534
gkravitz@aarp.org

2. **Section IV, "One-Stop Operating Budget"** is replaced with the following:

**CareerSource Pinellas One-Stop Operating Budget
PY 2021/2022**

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | 44.65 |
| Cost Per FTE | \$ 8,556.69 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = \$382,056.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = \$8,556.69 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = \$1,711.34

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



4. The “**Term**” ending date in **Section X** is replaced with the following: June 30, 2024.
5. **Section XVI “Signatures”** is renumbered as Section XVII.
6. A new **Section XVI** called “**Steps to Reach Consensus**” is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.
6. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[signatures on the following page]



AARP FOUNDATION:

DocuSigned by:
 Signature: Demetri Antzoulatos
623F409E98E1430...

Name: Demetrios Antzoulatos

Title: VP, Finance, Grants, Operations

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Handwritten Signature]

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Handwritten Signature]

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM

By: Matthew Tolnay
 Office of the County Attorney



**FIRST RENEWAL AND AMENDMENT
of the
MEMORANDUM OF UNDERSTANDING
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS COUNTY SCHOOL DISTRICT**

This First Renewal and Amendment of the Memorandum of Understanding (the "MOU") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and **PINELLAS COUNTY SCHOOL DISTRICT**, ("Partner") and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The first paragraph of "**Term**" in **Section XI** is replaced with the following:

This MOU is effective upon April 21, 2020 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

2. **Section VI, "Infrastructure Costs"** is replaced with the following:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.

3. **Attachment A**, the executed Infrastructure Funding Agreement (the "IFA") between the parties is hereby incorporated into this MOU in its entirety.
4. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.
5. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Pinellas County School District:

Signature: *Mark Hunt*

Name: Mark Hunt

Title: Executive Director

Approved As To Form:

Daniel K. [Signature]
 School Board Attorneys Office

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *[Signature]*

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *Jennifer Brackney*

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

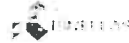
APPROVED AS TO FORM

By: Matthew Tolnay
 Office of the County Attorney



Attachment A

INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS COUNTY SCHOOL DISTRICT
Infrastructure Agreement



INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
AND
PINELLAS COUNTY SCHOOL DISTRICT

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by PINELLAS COUNTY SCHOOL DISTRICT and CareerSource Pinellas ("CareerSource")

The contact information for Partner is as follows:

Mark Hunt
727.588.6006
huntwi@pcsb.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area.
Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness).
Reduces duplication by establishing data sharing as it relates to participant records for outcome information.
Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Infrastructure Agreement

consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)).
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator.
- Joint planning, policy development, and system design processes.
- Commitment to the joint goals, strategies, and performance measures.
- The use of common and/or linked data management systems and data sharing methods, as appropriate.
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

Infrastructure Agreement

CareerSource Pinellas
IFA Budget
PY 2019/2020

| Description | Estimated IFA Budget |
|----------------------------|-------------------------|
| Communications | 72294 |
| Utilities | 57960 |
| Office Rent/Lease | 152075 |
| Equip Rent/Lease | 34230 |
| Repairs & Maintenan | 8040 |
| Bldg Security | 1050 |
| Janitorial Expense | 22950 |
| Copy Mach Usage/Mnt | 9030 |
| Office Supplies | 11220 |
| Pest Control | 3096 |
| Operating Supplies | 3000 |
| Comp Software/License/Main | 1800 |
| Equipment <\$5,000 | 7500 |
| Postage/Shipping | 3420 |
| Document Shredding | 860 |
| Insurance | 14130 |
| Total FTE's | 67 |
| Cost Per FTE | \$ 6,000 |

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and

Infrastructure Agreement

- b) To 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.

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

I. INFRASTRUCTURE COSTS

| | |
|--------------------|--|
| 1 FTE | Flat fee of \$6,000/year |
| Partial FTE | Will be prorated based on the \$6,000 <ul style="list-style-type: none"> • For example 1 day per week then it would be 20% or \$1,200.00/year |

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due 30 days from the date of execution of the IFA and MOU, and will cover the period of July 1, 2019 through June 31, 2021. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58th St N., Suite 2-140, Clearwater, FL 33760

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The LWDB will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example,

Infrastructure Agreement

Technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network.
- Develop materials summarizing their program requirements and making them available for Partners and customers.
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and,

Infrastructure Agreement

- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner programs and aggregated information to assist the partner in its evaluation of the effectiveness of programs, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the partner.

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this IFA, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Infrastructure Agreement

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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 sent via certified U. S. Mail.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

if not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource and the Director of the Partner organization. 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) and the Commissioner of the Department of

Page 7 of 8

Required Partner/CareerSource Pinellas MOU

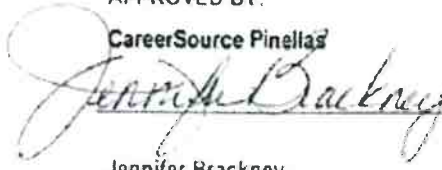

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Infrastructure Agreement

Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | |
|---|---|
| <p style="text-align: center;">APPROVED BY:</p> <p style="text-align: center;">CareerSource Pinellas</p> <p>By: <u></u></p> <p>Name: <u>Jennifer Brackney</u></p> <p>Title: <u>CEO</u></p> <p>Date: <u>3/20/2020</u></p> | <p style="text-align: center;">APPROVED BY PARTNER:</p> <p>By: <u></u></p> <p>Name: <u>Mack Hunt</u></p> <p>Title: <u>Executive Director</u></p> <p>Date: <u>9/15/19</u></p> |
|---|---|



Attachment B

FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS COUNTY SCHOOL DISTRICT

This First Renewal and Amendment of the Infrastructure Funding Agreement (the "IFA") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and the **PINELLAS COUNTY SCHOOL DISTRICT**, ("Partner") and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

1. **Section IV, "One-Stop Operating Budget"** is replaced with the following:

CareerSource Pinellas One-Stop Operating Budget

PY 2021/2022

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | 44.65 |
| Cost Per FTE | \$ 8,556.69 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

2. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Payser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = **\$382,056.00** Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,556.69** 0

Direct Linkage is defined as a minimum of 8 hours / week (2 FTE) of time for access through technology

Direct Linkage = **\$1,711.34**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. The “**Term**” ending date in **Section X** is replaced with the following: June 30, 2024.
4. **Section XVI “Signatures”** is renumbered as Section XVII.
5. A new **Section XVI** called “**Steps to Reach Consensus**” is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

6. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[signatures on the following page]

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Pinellas County School District:

Signature: *Mark Hunt*

Name: Mark Hunt

Title: Executive Director

Approved As To Form:

Daniel Koppert
School Board Attorneys Office

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *[Signature]*

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *[Signature]*

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



**FIRST RENEWAL AND AMENDMENT
of the
MEMORANDUM OF UNDERSTANDING
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS OPPORTUNITY COUNCIL, INC.**

This First Renewal and Amendment of the Memorandum of Understanding (the “MOU”) is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, (“CareerSource Pinellas”) and **PINELLAS OPPORTUNITY COUNCIL, INC.**, (“Partner”) and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The first paragraph of “**Term**” in **Section XI** is replaced with the following:

This MOU is effective upon April 21, 2020 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

2. **Section VI, “Infrastructure Costs”** is replaced with the following:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.

3. **Attachment A**, the executed Infrastructure Funding Agreement (the “**IFA**”) between the parties is hereby incorporated into this MOU in its entirety.
4. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.
5. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Pinellas Opportunity Council, Inc.:

Signature: Patricia L. Sawyer

Name: Patricia L. Sawyer

Title: Executive Director

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Signature]

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Signature]

Title: CEO

Chief Elected Official, Board of County
Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



Attachment A

INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS OPPORTUNITY COUNCIL, INC.
Infrastructure Agreement



INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS
AND
PINELLAS OPPORTUNITY COUNCIL, INC.

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by PINELLAS OPPORTUNITY COUNCIL, INC., and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

Carolyn King
727.823.4101
cking@poc-inc.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area,
Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Infrastructure Agreement

consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the **high standard** One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, **allocated** according to Partners' proportionate use and relative benefits received, and will be reconciled on a **regular** basis. The one-stop **operating** budget is transparent and **negotiated** among Partners on an equitable basis to ensure costs are shared appropriately. All Partners **negotiated** in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and **collaboration** with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint **goals**, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and **non-profit** organization services.
- Participation in a continuous improvement process **designed** to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, **including** terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the **local** one-stop system:

Infrastructure Agreement

CareerSource Pinellas
 IFA Budget
 PY 2019/2020

| Description | Estimated IFA Budget |
|----------------------------|-------------------------|
| Communications | 72294 |
| Utilities | 57960 |
| Office Rent/Lease | 152075 |
| Equip Rent/Lease | 34230 |
| Repairs & Maintenance | 8040 |
| Bldg Security | 1050 |
| Janitorial Expense | 22950 |
| Copy Mach Usage/Mnt | 9030 |
| Office Supplies | 11220 |
| Pest Control | 3096 |
| Operating Supplies | 3000 |
| Comp Software/License/Main | 1800 |
| Equipment <\$5,000 | 7500 |
| Postage/Shipping | 3420 |
| Document Shredding | 860 |
| Insurance | 14130 |
| Total FTE's | 67 |
| Cost Per FTE | \$ 6,000 |

V. **COST ALLOCATION METHODOLOGY**

All required one-stop career center Partners have **agreed** to provide access to their programs in **the** comprehensive centers and contribute infrastructure costs to those centers. These Partners are **linked** virtually through online service access to a program staff **member** via **One-Stop Career Center** resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure **and** certain additional services.

The LWDB **selected** the cost allocation **bases** to determine **overall** Partner contributions. This was done in an effort:

- a) To **remedy the** imbalance of non-physically represented Partners, and

Infrastructure Agreement

- b) To 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.

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

I. INFRASTRUCTURE COSTS

| | |
|-------------|---|
| 1 FTE | Flat fee of \$6,000/year |
| Partial FTE | Will be prorated based on the \$6,000 <ul style="list-style-type: none"> • For example 1 day per week would be 20%, or \$1,200.00/year |

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due by June 30, 2020, and will cover the period of July 1, 2019 through June 30, 2021. Payment must be made in full, as partial payments for the IFA are not **allowed**.

This amount will be paid to CareerSource Pinellas at: 13805 58th St N., Suite 2-140, Clearwater, FL 33760

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The LWDB will submit invoices to the Partners and send a copy of the **updated** budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the **general** operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as **defined** in Uniform Guidance at 2 CFR 200.94, to support the **general** operation of the one-stop center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs

and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Infrastructure Agreement

IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner programs and aggregated information to assist the partner in its evaluation of the effectiveness of programs, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the partner.

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this IEA, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Infrastructure Agreement

X. **TERM**

The Term of this IFA shall commence on July 1, 2019, or the date last executed by both parties, whichever is later, through June 30, 2021, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. **AMENDMENTS AND MODIFICATIONS**

Neither this IFA 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 sent via certified U. S. Mail.

XII. **MERGER**

This IFA 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.

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

XIV. **GOVERNANCE**

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. **DISPUTE RESOLUTION**

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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource and the Director of the Partner organization. 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) 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 CEO of CareerSource and to the Director of the Partner organization, or impose other

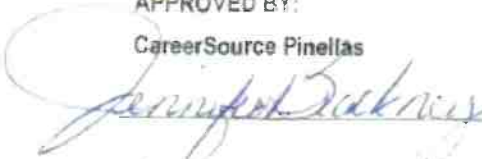



Infrastructure Agreement

remedies to resolve the issue.

XVI. SIGNATURES

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

| | | | |
|--------|---|--------|--|
| | APPROVED BY: | | APPROVED BY PARTNER: |
| | CareerSource Pinellas | | Pinellas Opportunity Council, Inc. |
| By: |  | By: |  |
| Name: | Jennifer Brackney | Name: | Carolyn W. King |
| Title: | CEO | Title: | Executive Director |
| Date: | 3/18/2020 | Date: | 3/18/20 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Attachment B

FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
PINELLAS OPPORTUNITY COUNCIL, INC.

This First Renewal and Amendment of the Infrastructure Funding Agreement (the "IFA") is entered into as of July 1, 2021, between WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and the PINELLAS OPPORTUNITY COUNCIL, INC., ("Partner") and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

- 1. The Partner Contact Information in Section I, "Parties" is replaced with the following:

Patricia Sawyer
(727) 823-4101 Ext 116
psawyer@poc-inc.org

- 2. Section IV, "One-Stop Operating Budget" is replaced with the following:

CareerSource Pinellas One-Stop Operating Budget
PY 2021/2022

Table with 2 columns: Description, Estimated IFA Budget. Rows include Communications, Utilities, Office Rent/Lease, Equip Rent/Lease, Repairs & Maintenance, Building Security, Janitorial Services, Copy Mach Usage/Maint, Office Supplies, Pest Control, Operating Supplies, IT Software/License/Maint, Equipment <\$5,000, Postage/Shipping, Document Shredding, Insurance, Total Infrastructure Costs, Total FTE's, Cost Per FTE.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = \$382,056.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,556.69** 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,711.34**

+Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



4. The **“Term”** ending date in **Section X** is replaced with the following: June 30, 2024.
5. **Section XVI “Signatures”** is renumbered as Section XVII.
6. A new **Section XVI** called **“Steps to Reach Consensus”** is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.
6. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[signatures on the following page]



Pinellas Opportunity Council, Inc.:
Signature: Patricia L. Sawyer
Name: Patricia L. Sawyer
Title: Executive Director

WorkNet Pinellas, Inc., dba CareerSource Pinellas:
Signature: [Signature]
Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:
Signature: Jennifer Brackney
Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:
Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



MEMORANDUM OF UNDERSTANDING
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES

This First Renewal and Amendment of the Memorandum of Understanding (the “MOU”) is entered into as of July 1, 2021 (irrespective of the date of execution), between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, (“CareerSource Pinellas”) and **FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**, (“Partner”) and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The first paragraph of “Term” in **Section XI** is replaced with the following:

This MOU is effective upon April 21, 2020 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

2. **Section VI, “Infrastructure Costs”** is replaced with the following:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.

3. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.

4. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]



Florida Department of Education, Division of Blind Services:

Signature: 

Name: Robert L. Doyle, III

Title: Division Director

Florida Department of Education, Division of Blind Services:

Signature: 

Name: Bethany Swanson

Title: Chief of Staff

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: _____

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: 

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Florida Department of Education, Division of Blind Services:

Signature: _____

Name: _____

Title: _____

Florida Department of Education, Division of Blind Services:

Signature: _____

Name: _____

Title: _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature:  _____

Title: Board Chair _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature:  _____

Title: CEO _____

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM

By: Matthew Tolnay

Office of the County Attorney

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Attachment B

**FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**

This First Renewal and Amendment of the Infrastructure Funding Agreement (the "IFA") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and the **FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**, ("Partner") and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

1. **Section IV, "One-Stop Operating Budget"** is replaced with the following:

CareerSource Pinellas One-Stop Operating Budget

PY 2021/2022

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | 44.65 |
| Cost Per FTE | \$ 8,556.69 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



2. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = \$382,056.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = \$8,556.69 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = \$1,711.34

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. The “**Term**” ending date in **Section X** is replaced with the following: June 30, 2024.
4. **Section XVI “Signatures”** is renumbered as Section XVII.
5. A new **Section XVI** called “**Steps to Reach Consensus**” is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

5. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[Signatures on the following page]



Florida Department of Education, Division of Blind Services:

Signature: [Handwritten Signature]
Name: Robert L. Doyle, III
Title: Division Director

Florida Department of Education, Division of Blind Services:

Signature: [Handwritten Signature]
Name: Bethany Swanson
Title: Chief of Staff

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: _____
Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: [Handwritten Signature]
Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711



Florida Department of Education, Division of Blind Services:

Signature: _____

Name: _____

Title: _____

Florida Department of Education, Division of Blind Services:

Signature: _____

Name: _____


Title: _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature:  _____

Title: Board Chair _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature:  _____

Title: CEO _____

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM

By:  Matthew Tolnay
Office of the County Attorney

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.



**FIRST RENEWAL AND AMENDMENT
of the
MEMORANDUM OF UNDERSTANDING
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
ODLE MANAGEMENT, LLC dba JOB CORPS**

This First Renewal and Amendment of the Memorandum of Understanding (the “MOU”) is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, (“CareerSource Pinellas”) and **ODLE MANAGEMENT, LLC dba JOB CORPS**, (“Partner”) and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The first paragraph of “**Term**” in **Section XI** is replaced with the following:

This MOU is effective upon April 21, 2020 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

2. **Section VI, “Infrastructure Costs”** is replaced with the following:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.

3. **Attachment A**, the executed Infrastructure Funding Agreement (the “IFA”) between the parties is hereby incorporated into this MOU in its entirety.
4. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.
5. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]

Required **Partner/CareerSource** Pinellas MOU

An equal opportunity **employer/program**. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Odle Management, LLC dba Job Corps:

Signature: *Chris Herro*

Name: Chris Herro

Title: Sr. VP

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *[Signature]*

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *Jennifer Backus*

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



Attachment A

INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
ODLE MANAGEMENT, LLC dba JOB CORPS
Infrastructure Agreement



INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS
AND
ODLE MANAGEMENT, LLC. d/b/a Job Corps

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by ODLE MANAGEMENT, LLC. d/b/a Job Corps and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

Sam Kolapo
727.551.2900
Kolapo.Samuel.1@jobcorps.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area.
Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness).
Reduces duplication by establishing data sharing as it relates to participant records for outcome information.
Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Infrastructure Agreement

consistent with the applicable authorizing statutes and **all other applicable legal requirements**, including the **Uniform** Guidance.

The Partners consider this **one-stop operating budget** the master budget that is necessary to maintain the high **standard One-Stop** delivery system. It **includes** the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative **benefits** received, and will **be** reconciled on a regular basis. The **one-stop operating budget** is transparent and negotiated **among** Partners on an **equitable** basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with **the** one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and non-profit **organization** services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer **satisfaction**, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage **program and staff** integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to **establish** a financial plan, including terms **and** conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

Infrastructure Agreement

CareerSource Pinellas
IFA Budget
FY 2019/2020

| Description | Estimated IFA Budget |
|----------------------------|-------------------------|
| Communications | 72294 |
| Utilities | 57960 |
| Office Rent/Lease | 152075 |
| Equip Rent/Lease | 34230 |
| Repairs & Maintenance | 8040 |
| Bldg Security | 1050 |
| Janitorial Expense | 32950 |
| Copy Mach Usage/Mnt | 9030 |
| Office Supplies | 11720 |
| Pest Control | 3096 |
| Operating Supplies | 3000 |
| Comp Software/License/Main | 1800 |
| Equipment <55,000 | 7500 |
| Postage/Shipping | 3420 |
| Document Shredding | 860 |
| Insurance | 14130 |
| Total FTE's | 67 |
| Cost Per FTE | \$ 6,000 |

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDS selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and

- b) To 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.

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

I. INFRASTRUCTURE COSTS

| | |
|-------------|---|
| 1 FTE | Flat fee of \$6,000/year |
| Partial FTE | Will be prorated based on the \$6,000 <ul style="list-style-type: none"> • For example 1 day per week would be 20%, or \$1,200.00/year |

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due by **June 30, 2020, and will** cover the period of **July 1, 2019 through June 30, 2021**. Payment must be made in **full**, as partial payments for the IFA are not allowed.

This amount **will** be paid to CareerSource Pinellas at: **13805 58th St N., Suite 2-140, Clearwater, FL 33760**

VII. COST RECONCILIATION

All **Parties** agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The **LWDB** will submit invoices to the Partners and send a copy of the updated budget to **all** Parties. Partners will communicate any disputes with costs in the invoice or the budget to the **LWDB** in writing. The **LWDB** will review the disputed cost items and respond accordingly to the Partner. When necessary, the **LWDB** will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, **including**, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to **facilitate** access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of **the common identifier** (i.e., American Job Center **signage**) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the **general** operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, **technology-related** services performed by vendors or contractors are non-personnel costs

and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs **would include** service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, **allocable** salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network.
- Develop materials summarizing their program requirements and making them available for Partners and customers.
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and,

Infrastructure Agreement

- Commit to actively follow up on **the** results of **referrals** and assuring that Partner resources **are** being leveraged at an optimal level.

IX. DATA SHARING

CareerSource will provide employment services to **individuals** participating in the partner programs and **aggregated information** to assist the partner in its evaluation of the effectiveness of **programs**, as it relates to the employment of **students** who have participated in partner programs. The partner will utilize **this** information for tracking **Return on Investment (ROI)**. **All data received** will remain confidential and CareerSource will only allow those employees who **have a legitimate need** to access the information with access to the personally identifiable information provided by the partner.

Partners agree that the use of high-quality, integrated **data** is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case **management** system, as appropriate, **that** informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to **be captured** once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that **the execution of this IFA**, by itself, does not function to satisfy **all** of these requirements.

All data, including customer PII, collected, used, and **disclosed** by Partners will be subject to the following:

- Customer **PII will be properly secured** in accordance with the Local WDB's policies and procedures regarding **the safeguarding** of PII.
- The collection, use, and disclosure of **customer** education records, and the PII contained therein, as **defined** under FERPA, shall comply with **FERPA and applicable State** privacy laws.
- **All confidential** data contained in UI **wage** records must **be protected** in accordance with the requirements set forth in 20 CFR part **603**.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in **34 CFR 361.38**.
- **Customer data** may be shared with other programs, for those programs' purposes, **within the American Job Center** network only after the informed written consent of **the individual** has been obtained, where **required**.
- Customer **data will be kept confidential**, consistent with Federal and State privacy laws and regulations.
- **All data** exchange activity **will be conducted** in machine **readable format**, such as HTML or PDF, for example, and in compliance with Section **508** of the **Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other **confidential data** for **all** applicable programs, including FERPA-protected **education** records, confidential information in UI records, and personal information in VR records.

Infrastructure Agreement

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2021**, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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 sent via certified U. S. Mail.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and **responsibility** for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource and the **Director** of the Partner organization. A joint decision shall be issued within **60** calendar days of receipt.

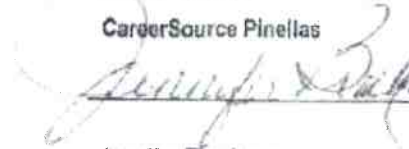

If dissatisfied with the decision, the dispute may be filed with the State of Florida **Department of Economic Opportunity (DEO)** and the Commissioner of the Department of

Infrastructure Agreement

Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | |
|---|--|
| | APPROVED BY PARTNER: |
| APPROVED BY: | |
| CareerSource Pinellas | |
| By:  | By:  |
| Name: Jennifer Brackney | Name: Tim Foley |
| Title: CEO | Title: Director, Admin |
| Date: 3/18/2020 | Date: 12/18/2019 |



Attachment B

**FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
ODLE MANAGEMENT, LLC dba JOB CORPS**

This First Renewal and Amendment of the Infrastructure Funding Agreement (the "IFA") is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, ("CareerSource Pinellas") and the **ODLE MANAGEMENT LLC, dba JOB CORPS**, ("Partner") and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

1. The contact information for Partner in **Section I, "Parties"** is replaced with the following:

Omoniyi Amoran
727-551-2906
Amoran.Omoniyi@jobcorps.org

2. **Section IV, "One-Stop Operating Budget"** is replaced with the following:

**CareerSource Pinellas One-Stop Operating Budget
PY 2021/2022**

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | 44.65 |
| Cost Per FTE | \$ 8,556.69 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,286.51 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = **\$382,056.00** Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,556.69** 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,711.34**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711



4. The “**Term**” ending date in **Section X** is replaced with the following: June 30, 2024.
5. **Section XVI “Signatures”** is renumbered as Section XVII.
6. A new **Section XVI** called “**Steps to Reach Consensus**” is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

6. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[signatures on the following page]



Odle Management LLC, dba Job Corps:

Signature: *Chris Herro*

Name: Chris Herro

Title: SV. VP

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *R. R. J.*

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: *Jennifer Backney*

Title: CEO

**Chief Elected Official, Board of County
Commissioners, Pinellas County, Florida:**

Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



**FIRST RENEWAL AND AMENDMENT
of the
MEMORANDUM OF UNDERSTANDING**

**between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and**

FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

This First Renewal and Amendment of the Memorandum of Understanding (the “MOU”) is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, (“CareerSource Pinellas”) and **FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION**, (“Partner”) and renews and amends the MOU entered into by the parties on April 21, 2020 as follows:

1. The “**Term**” ending date in **Section XI** is replaced with the following: June 30, 2022.
2. **Section VI, “Infrastructure Costs”** is replaced with the following:
Costs of the infrastructure of One-Stop Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as **Attachment B**.
3. **Attachment A**, the executed Infrastructure Funding Agreement (the “**IFA**”) between the parties is hereby incorporated into this MOU in its entirety.
4. **Attachment B**, amendments to the IFA, is incorporated into this MOU in its entirety.
5. All provisions in the MOU not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above:

[signatures on the following page]

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Florida Department of Education, Division of Vocational Rehabilitation:

Signature: _____

Name: _____

Title: _____

Florida Department of Education, Division of Vocational Rehabilitation:

Signature: _____

Name: _____


Title: _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: 

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:


Signature: 

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM

By:  Matthew Tolnay
Office of the County Attorney

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Attachment A

INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between
WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION
Infrastructure Agreement



INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN WORKNET PINELLAS, INC., d.b.a. CAREERSOURCE PINELLAS
AND
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION
SA-248

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

John Howell
813.233.3609
john.howell@vr.fdoe.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area.
Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness).
Reduces duplication by establishing data sharing as it relates to participant records for outcome information.
Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Infrastructure Agreement

and requiring **that** all funds are spent solely for **allowable** purposes in a manner consistent with the **applicable authorizing** statutes and all other **applicable** legal requirements, including **the Uniform Guidance**.

The Partners consider **this** one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)).
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits **received**, and will be reconciled on a regular basis. The one-stop **operating** budget is transparent and negotiated among Partners on an equitable **basis** to ensure costs are **shared** appropriately. All Partners negotiated in good faith and sought to **establish** outcomes that are reasonable and **fair**.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, **and** to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, **and** collaboration with the one-stop operator,
- Joint planning, policy **development**, and system design processes,
- Commitment to the **joint** goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as **appropriate**
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement **process** designed to boost **outcomes** and increase customer satisfaction, and
- Participation in scheduled Partner **meetings** to **exchange** information in support of the above and **encourage** program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to **fund** the **services** and **operating** costs of the One Stop Centers.

Below is the overall operating budget for **the local** one-stop system:

CareerSource Pinellas
IFA Budget
 PY 2019/2020

| Description | Estimated IFA Budget |
|----------------------------|-------------------------|
| Communications | 72294 |
| Utilities | 57960 |
| Office Rent/Lease | 152075 |
| Equip Rent/Lease | 34230 |
| Repairs & Maintenan | 8040 |
| Bldg Security | 1050 |
| Janitorial Expense | 22950 |
| Copy Mach Usage/Mnt | 9030 |
| Office Supplies | 11220 |
| Pest Control | 3096 |
| Operating Supplies | 3000 |
| Comp Software/License/Main | 1800 |
| Equipment <\$5,000 | 7500 |
| Postage/Shipping | 3420 |
| Document Shredding | 860 |
| Insurance | 14130 |
| | |
| Total FTE's | 67 |
| | |
| Cost Per FTE | \$ 6,000 |

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to **provide** access to their programs in the comprehensive centers and contribute **infrastructure** costs to those centers. These Partners are linked virtually through online service access to a **program staff** member via One-Stop Career Center resource rooms and **through** cross-trained front desk **staff** and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to **the** cost of infrastructure and certain **additional services**.

The LWDS selected the cost allocation bases to determine overall Partner contributions. This was done in an **effort**:

- a) To remedy the imbalance of non-**physically** represented Partners, and
- b) To 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.

Infrastructure Agreement

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below is the partner contribution costs:

I. INFRASTRUCTURE COSTS

| | |
|-------------|---|
| 1 FTE | Flat fee of \$6,000/year |
| Partial FTE | Will be prorated based on the \$6,000 <ul style="list-style-type: none"> • For example 1 day per week would be 20%, or \$1,200.00/year |

The partner agrees to pay the lump sum of \$1,200 per year for infrastructure costs. The payment is due thirty (30) days after contract execution date and will cover the period of July 1, 2019 through June 30, 2021. Payment must be made in full, as partial payments for the IFA are not allowed.

This amount will be paid to CareerSource Pinellas at: 13805 58th St N., Suite 2-140, Clearwater, FL 33760

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The LWDB will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Infrastructure Agreement

Personnel services include **salaries, wages, and fringe benefits** of the employees of partner **programs** or **their** subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform **Guidance**. For example, **allocable salary and fringe costs** of partner program staff who work on information technology systems (e.g., common performance and reporting **outcomes**) for use by the one-stop center as a whole would be personnel costs. The costs of a **shared welcome desk** or greeter directing employers and customers to **the services** or staff that are **available** in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in **"additional costs."**

All Parties to this IFA recognize that infrastructure costs are **applicable** to all required Partners, whether they are physically located in the OSC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative **benefit** received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. 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.

The primary principle of the **referral** system is to provide integrated **and** seamless delivery of services to workers, job seekers, and employers. In order to **facilitate** such a system, Partners agree to:

- Familiarize **themselves** with the **basic** eligibility and participation **requirements**, as well as with the **available** services and **benefits** offered, for each of the Partners' programs represented in the local American Job Center network.
- Develop materials summarizing their program requirements and **making** them available for Partners and customers.
- Provide a paragraph regarding a description of services with website **link** to organization /entity to be placed on CareerSource website for ease **and** consistency of referrals.
- **Develop** and **utilize** common intake, eligibility determination, **assessment**, and registration forms.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and,
- Commit to **actively** follow up on the results of referrals and assuring that Partner resources are being leveraged at an **optimal** level.

IX. DATA SHARING

CareerSource will provide **employment** services to **individuals** participating in the partner **programs** and aggregated information to assist the **partner** in its evaluation of the

Infrastructure Agreement

effectiveness of programs, as it relates to the employment of students who have participated in partner **programs**. The partner will utilize this information for tracking Return on Investment (ROI). **All data received will remain confidential and CareerSource will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the partner.**

Partners agree that the use of **high-quality, integrated data is essential** to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with **the** integrated system and allows information collected from customers at intake to **be captured once.**

Partners further agree that the collection, use, and disclosure **of** customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this IFA, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, **collected, used, and disclosed** by Partners will be subject to the following:

- Customer PII will be **properly** secured in accordance with the Local WDB's policies and procedures regarding **the** safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center **network** only after the **informed** written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- **All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).**

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through June 30, 2021, and may be renewed for successive one-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Infrastructure Agreement

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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 sent via certified U. S. **Mail**.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the CEO of CareerSource and the Director of the Partner organization. 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) 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 CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

XVI. SIGNATURES



Infrastructure Agreement

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

APPROVED BY:

CareerSource Pinellas

By:

Name:

Jennifer Brackney

Title:

CEO

Date:

APPROVED BY PARTNER:

By:

Name:

Allison Flanagan

Title:

Director

Date:

3/11/20

APPROVED BY PARTNER:

By:

Name:

Richard Corcoran

Title:

Commissioner

Date:

J. Alcahally
Chad & Sizer

4/30/20



Attachment B

**FIRST RENEWAL AND AMENDMENT
of the
INFRASTRUCTURE FUNDING AGREEMENT
for the
ONE-STOP CAREER CENTER SYSTEM
between**

**WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS
and**

FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

This First Renewal and Amendment of the Infrastructure Funding Agreement (the “IFA”) is entered into as of July 1, 2021, between **WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS**, a Florida not-for-profit corporation in its capacity as Region 14 Local Workforce Development Board of the State of Florida, (“CareerSource Pinellas”) and the **FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION**, (“Partner”) and renews and amends the IFA entered into by the parties on July 1, 2019 as follows:

1. **Section IV, “One-Stop Operating Budget”** is replaced with the following:

CareerSource Pinellas One-Stop Operating Budget

PY 2021/2022

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | 44.65 |
| Cost Per FTE | \$ 8,556.69 |

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



2. Section VI, "Partner Contribution" is replaced with the following:

| Partner On-Site Representation Schedule – Attachment B | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = \$382,056.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,556.69** 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,711.34**

***Pinellas County School District Calculation**

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in AJC ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

Required Partner/CareerSource Pinellas MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



3. The **“Term”** ending date in **Section X** is replaced with the following: June 30, 2022.
4. **Section XVI “Signatures”** is renumbered as Section XVII.
5. A new **Section XVI** called **“Steps to Reach Consensus”** is added as follows:

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

6. All provisions in the IFA not amended by this First Renewal and Amendment remain in full force and effect.

IN WITNESS WHEREOF, authorized parties are executing this First Renewal and Amendment on the date in the introductory paragraph, above.

[signatures on the following page]



Florida Department of Education, Division of Vocational Rehabilitation:

Signature: _____

Name: _____

Title: _____

Florida Department of Education, Division of Vocational Rehabilitation:

Signature: _____

Name: _____

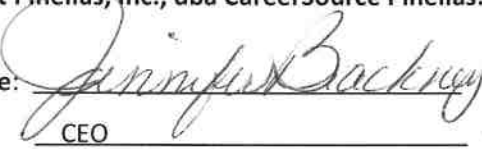
Title: _____

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: 

Title: Board Chair

WorkNet Pinellas, Inc., dba CareerSource Pinellas:

Signature: 

Title: CEO

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature: _____

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Between WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas And St. Petersburg Housing Authority

I. PARTIES

This **Memorandum of Understanding** ("MOU"), is made pursuant to the 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 between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as "CareerSource Pinellas") and **St. Petersburg Housing Authority**, (hereafter referred to as the "Partner").

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 Pinellas 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 Pinellas County. 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 Pinellas 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.



MEMORANDUM OF UNDERSTANDING

III. PROVISION OF SERVICES

- A. The Pinellas local **area** workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Pinellas 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) 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 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 holidays and emergency situations.)
 7. Provide an area for the Partner's **meetings** and/or co-location as space permits.
 8. 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 8:00am until 5:00pm, **Monday through** Friday (excluding recognized holidays and emergency situations).
 9. Model CareerSource core values and maintain a professional working environment.



MEMORANDUM OF UNDERSTANDING

10. 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 Pinellas 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 Pinellas 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 Pinellas 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 CareerSource Pinellas **management** regarding the performance of the **partnership**, including its effectiveness and success.
 6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Pinellas 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. The primary principle of the referral system is to provide integrated and **seamless** delivery of **services** to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize **themselves** with the basic **eligibility** and participation **requirements**, as well as with the available services and benefits **offered**, for each of the Partners' programs represented in the CareerSource Pinellas One-Stop network,
- Develop materials summarizing their **program** requirements and making them available for Partners and customers,



MEMORANDUM OF UNDERSTANDING

- Develop and utilize common intake, eligibility **determination**, assessment, and registration forms.
- Provide substantive referrals – in **accordance** with the CareerSource Pinellas Referral Policy – to customers who are **eligible** for supplemental and **complementary** services and benefits under partner programs.
- Regularly **evaluate** ways to improve the referral process, including the use of **customer satisfaction surveys**.
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

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 infrastructure cost agreement **incorporated** into this MOU as Attachment A.

VII. CONFIDENTIALITY

All Parties expressly agree to abide by all applicable **Federal**, State, and local laws and regulations **regarding** confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any **applicable** State and local laws and regulations. In addition, in carrying out their respective **responsibilities**, each Party shall respect and abide by the **confidentiality** policies and legal requirements of all of the other Parties.

Each Party will ensure that the **collection** and use of any information, systems, or records that contain PII and other personal or confidential **information** will be limited to purposes that support the **programs** and **activities** described in this MOU and will **comply** with applicable law.

Each Party will **ensure** that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to **authorized** staff



MEMORANDUM OF UNDERSTANDING

members who are **assigned responsibilities** in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential **information** is accessible by **unauthorized** individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared **amongst** the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to **confidential** unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and **permissible** disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide **occupational** qualification; or (iii) the physical or mental disability of a qualified individual with a **disability**.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with **Disabilities** Act (42 U.S.C. 12101 et seq.), the **Non-traditional** Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as **amended**, and with all applicable requirements imposed by or pursuant to **regulations** implementing those laws, including but not limited to 29 CFR Part 37 and 38.



MEMORANDUM OF UNDERSTANDING

IX. INDEMNIFICATION

All Parties to this MOU recognize the **Partnership** consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties **acknowledge** the Local WDB and the **one-stop** operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.

X. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a **criminal** drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XI. TERM

This MOU is effective upon July 1, 2021 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the **signature** of all parties.

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**.

XII. MERGER

This MOU **constitutes** and **expresses** the entire and integrated understanding and agreement between the parties hereto, superseding, **incorporating**, and merging all prior



MEMORANDUM OF UNDERSTANDING

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.

XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource **Pinellas** and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's **Grievance/Complaint** and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the CareerSource Pinellas's Customer Grievance and Complaint Management Policy.) A disagreement is **considered** to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the CareerSource Pinellas Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being **resolved** appropriately. Any party to the MOU may seek resolution under this **process**.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The **petitioner** must send a notification to the **CareerSource Pinellas** Chair (or designee) and all Parties to the MOU **regarding** the conflict within 10 business days.
3. The **CareerSource Pinellas** Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas Executive Committee. The **Executive** Committee shall attempt to mediate and resolve the dispute. **Disputes** shall be resolved by a 2/3 majority consent of the **Executive** Committee members present.



MEMORANDUM OF UNDERSTANDING

4. The decision of the Executive Committee shall be **final** and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a **decision** is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this **procedure**.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed 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.



MEMORANDUM OF UNDERSTANDING

Attachment A

INFRASTRUCTURE FUNDING AGREEMENT

for the

ONE-STOP CAREER CENTER SYSTEM

between

WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS

and

ST. PETERSBURG HOUSING AUTHORITY

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act") and is entered into by **St. Petersburg Housing Authority** ("Partner") and CareerSource Pinellas ("CareerSource").

The contact information for Partner is as follows:

Danielle Thomas
(727) 323-3171 ext. 211
dthomas@stpeteha.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (**LWDB**) to develop and finalize **Infrastructure** Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this **agreement** is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service **delivery** system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area.
- **Reduces** duplication and **maximizes** program impact through the sharing

MEMORANDUM OF UNDERSTANDING

- of services, resources, **and** technologies among Partners (thereby **improving** each program's effectiveness),
- Reduces duplication by **establishing** data sharing as it relates to participant records for outcome information,
 - Reduces overhead costs for any one partner by streamlining and sharing **financial**, procurement, and facility costs, and
 - Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners **negotiated** in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to **cross-training** of staff, as appropriate, and to providing other professional learning opportunities that promote **continuous** quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and **collaboration** with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and **performance** measures,
- The use of common and/or linked data management systems and data sharing



MEMORANDUM OF UNDERSTANDING

- methods, as appropriate
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a **continuous** improvement process designed to boost outcomes and increase customer **satisfaction**, and
- Participation in **scheduled** Partner meetings to exchange information in support of the **above** and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to **establish** a financial plan, including terms and conditions, to fund the **services** and operating costs of the One Stop Centers.

Below is the overall **operating** budget for the local one-stop system:

CareerSource Pinellas One-Stop Operating Budget

PY 2021/2022

| Description | Estimated IFA Budget |
|-----------------------------------|----------------------|
| Communications | \$ 49,800.00 |
| Utilities | \$ 37,800.00 |
| Office Rent/Lease | \$ 148,780.00 |
| Equip Rent/Lease | \$ 31,740.00 |
| Repairs & Maintenance | \$ 2,755.00 |
| Building Security | \$ 588.00 |
| Janitorial Services | \$ 44,700.00 |
| Copy Mach Usage/Maint | \$ 2,364.00 |
| Office Supplies | \$ 4,272.00 |
| Pest Control | \$ 2,400.00 |
| Operating Supplies | \$ 1,800.00 |
| IT Software/License/Maint | \$ 1,200.00 |
| Equipment <\$5,000 | \$ 12,000.00 |
| Postage/Shipping | \$ 2,400.00 |
| Document Shredding | \$ 900.00 |
| Insurance | \$ 38,557.00 |
| Total Infrastructure Costs | \$ 382,056.00 |
| Total FTE's | \$ 44.65 |
| Cost Per FTE | \$ 8,556.69 |



MEMORANDUM OF UNDERSTANDING

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a **program** staff member via One-Stop Career **Center** resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional **services**.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) To 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.

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below are the partner contribution costs:



MEMORANDUM OF UNDERSTANDING

| Partner On-Site Representation Schedule | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantees | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.65 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.08 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 360.00 | 9.50 | 21.28% | \$81,266.51 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Jvets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 5.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,066.00 |

Estimated Infrastructure Budget Total = \$382,066.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,556.69** / 0

Direct Linkage is defined as a minimum of 8 hours / week (2 FTE) of time for access through technology

Direct Linkage = **\$1,711.34**

***Pinellas County School District Calculation**

***Market Lease = **\$23.66 sqft**
 Current Lease = **\$11.25 sqft**
 Difference = **\$12.41 sqft**
 Annual Lease Total = **\$124,031.26**

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners **Unemployment Compensation - not in A/C ***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support A/C infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the 20 FTE at the A/C.



MEMORANDUM OF UNDERSTANDING

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and **actual** costs and update of the allocation bases will be **provided** for the review.

The LWDB will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as **infrastructure** costs if they are necessary for the general operation of the **one-stop** center. Such costs would include service contracts with vendors or **contractors, equipment** and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable **salary** and fringe costs of partner program staff who work on information technology systems (e.g., **common** performance and reporting outcomes) for use by the one-stop center as a whole would be **personnel** costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, **therefore**, could not be included in infrastructure **costs** but are **included** in "additional costs."

All Parties to this IFA recognize that infrastructure costs are **applicable** to all required Partners, **whether** they are physically located in the OSCC or not. Each **partner's** contributions to these costs, however, may vary, as these **contributions** are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and **regulations** and the Uniform **Guidance**.

MEMORANDUM OF UNDERSTANDING

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local **American** Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CareerSource website for ease and consistency of **referrals**.
- Develop and utilize common intake, eligibility determination, assessment, and **registration** forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer **satisfaction** surveys,
- **Commit** to robust and ongoing communication required for an effective referral process, and,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CareerSource will provide employment **services** to individuals participating in the partner programs and **aggregated** information to assist the partner in its evaluation of the effectiveness of **programs**, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for **tracking** Return on Investment (ROI). All data received will remain confidential and CareerSource will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information **provided** by the partner.

MEMORANDUM OF UNDERSTANDING

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by **policymakers**, employers, and job **seekers**. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various **requirements** set forth in Federal and State privacy laws. Partners acknowledge that the execution of this IFA, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in **accordance** with the Local WDB's policies and procedures **regarding** the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the **American** Job Center network only **after** the informed written consent of the individual has been **obtained**, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data **exchange** activity will be conducted in machine readable format, such as HTML or PDF, for example, and in **compliance** with Section 508 of the Rehabilitation Act of 1973, as **amended** (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and **disclosure** requirements governing PII and any other confidential data for all applicable **programs**, including FERPA-protected **education** records, confidential information in UI records, and personal **information** in VR records.



MEMORANDUM OF UNDERSTANDING

X. TERM

The Term of this IFA shall commence on July 1, 2021, or the date last executed by both parties, whichever is later, through June 30, 2024, and may be renewed for successive three-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three-year period to ensure **appropriate** funding and **delivery** of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

If not resolved, the issue and the efforts to resolve will be **documented** and **forwarded**



MEMORANDUM OF UNDERSTANDING

to the CEO of **CareerSource** and the Director of the Partner organization. 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) 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 CEO of CareerSource and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVI. STEPS TO REACH CONSENSUS

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

[signatures on the following page]



MEMORANDUM OF UNDERSTANDING

XVII. SIGNATURES

IN WITNESS WHEREOF, authorized parties are executing this MOU as of the date set forth below.

St. Petersburg Housing Authority:

Signature: Danielle Thomas for Michael Lundy
Printed Name/Title: Danielle Thomas, COO for Michael Lundy, CEO
Date: 4/29/21

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature: [Handwritten Signature]
Printed Name: Gregory P. Hazless
Date: May 26, 2021

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature: [Handwritten Signature]
Printed Name/Title: Jennifer Brackney, CEO
Date: May 21, 2021

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature:
Printed Name:
Date:

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney



MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
Between
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas
And
People Empowering & Restoring Communities (PERC)**

I. PARTIES

This Memorandum of Understanding (“MOU”) is made pursuant to the 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 between WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas, (hereafter referred to as “CareerSource Pinellas”) and **People Empowering & Restoring Communities (PERC)** (hereafter referred to as the “Partner”).

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 Pinellas 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 Pinellas County. 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 Pinellas 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.



MEMORANDUM OF UNDERSTANDING

III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Pinellas 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) 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 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 holidays and emergency situations.)
 7. Provide an area for the Partner's meetings and/or co-location as space permits.
 8. 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 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
 9. Model CareerSource core values and maintain a professional working environment.



MEMORANDUM OF UNDERSTANDING

10. 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 Pinellas 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 Pinellas 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 Pinellas 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 CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Pinellas 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. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the CareerSource Pinellas One-Stop network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,



MEMORANDUM OF UNDERSTANDING

- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the CareerSource Pinellas Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

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 infrastructure cost agreement incorporated into this MOU as Attachment A.

VII. CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff



MEMORANDUM OF UNDERSTANDING

members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.



MEMORANDUM OF UNDERSTANDING

IX. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.

X. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XI. TERM

This MOU is effective upon July 1, 2021 through June 30, 2024 and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

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.

XII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior



MEMORANDUM OF UNDERSTANDING

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.

XIII. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Pinellas, the Partner, and the Pinellas County Board of County Commissioners and no third party is an intended beneficiary.

XIV. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pinellas and the Pinellas County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Pinellas's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the CareerSource Pinellas's Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the CareerSource Pinellas Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.



MEMORANDUM OF UNDERSTANDING

4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed 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.



MEMORANDUM OF UNDERSTANDING

Attachment A

INFRASTRUCTURE FUNDING AGREEMENT

for the

ONE-STOP CAREER CENTER SYSTEM

between

WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS

and

PEOPLE EMPOWERING & RESTORING COMMUNITIES (PERC)

I. PARTIES

This Infrastructure Agreement (“IFA”) is made pursuant to the Workforce Innovation Act of 2014 (“the Act”) and is entered into by **People Empowering & Restoring Communities (PERC)** (“Partner”) and CareerSource Pinellas (“CareerSource”).

The contact information for Partner is as follows:

Michael Jalazo
(727) 954-3993
mjalazo@exoffender.org

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing



MEMORANDUM OF UNDERSTANDING

of services, resources, and technologies among Partners (thereby improving each program's effectiveness),

- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The one-stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing



MEMORANDUM OF UNDERSTANDING

methods, as appropriate

- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers.

Below is the overall operating budget for the local one-stop system:

CareerSource Pinellas One-Stop Operating Budget PY 2021/2022

| Description | Estimated IFA Budget | |
|-----------------------------------|----------------------|-------------------|
| Communications | \$ | 49,800.00 |
| Utilities | \$ | 37,800.00 |
| Office Rent/Lease | \$ | 148,780.00 |
| Equip Rent/Lease | \$ | 31,740.00 |
| Repairs & Maintenance | \$ | 2,755.00 |
| Building Security | \$ | 588.00 |
| Janitorial Services | \$ | 44,700.00 |
| Copy Mach Usage/Maint | \$ | 2,364.00 |
| Office Supplies | \$ | 4,272.00 |
| Pest Control | \$ | 2,400.00 |
| Operating Supplies | \$ | 1,800.00 |
| IT Software/License/Maint | \$ | 1,200.00 |
| Equipment <\$5,000 | \$ | 12,000.00 |
| Postage/Shipping | \$ | 2,400.00 |
| Document Shredding | \$ | 900.00 |
| Insurance | \$ | 38,557.00 |
| Total Infrastructure Costs | \$ | 382,056.00 |
| Total FTE's | \$ | 44.65 |
| Cost Per FTE | \$ | 8,556.69 |



MEMORANDUM OF UNDERSTANDING

V. COST ALLOCATION METHODOLOGY

All required one-stop career center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) To 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.

As outlined in the MOU, the 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.

VI. PARTNER CONTRIBUTION

Below are the partner contribution costs:



MEMORANDUM OF UNDERSTANDING

| Partner On-Site Representation Schedule | | | | | | | |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| CareerSource Pinellas | | | | | | | |
| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Pinellas | 18 | 400.00 | 10.00 | 22.40% | \$85,566.85 |
| Job Corps | DOL | Job Corps | 1 | 40.00 | 1.00 | 2.24% | \$8,556.69 |
| YouthBuild | DOL | CareerSource Pinellas | 3 | 120.00 | 3.00 | 6.72% | \$25,670.06 |
| Wagner-Peyser | DOL | CareerSource Pinellas | 9.5 | 380.00 | 9.50 | 21.28% | \$81,288.51 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Trade Adjustment Assistance (TAA) | DOL | CareerSource Pinellas | 3 | 60.00 | 1.50 | 3.36% | \$12,835.03 |
| Temporary Assistance for Needy Families (TANF) | DOL | CareerSource Pinellas | 13 | 490.00 | 12.25 | 27.44% | \$104,819.40 |
| Jobs for Veterans State Grants (Vets) | DOL, JVSG | CareerSource Pinellas | 6 | 240.00 | 6.00 | 13.44% | \$51,340.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.45% | \$1,711.34 |
| Totals | | | 53.50 | 1,786.00 | 44.65 | 100.00% | \$382,056.00 |

Estimated Infrastructure Budget Total = \$382,056.00 Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = \$8,556.69 0

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = \$1,711.34

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.



MEMORANDUM OF UNDERSTANDING

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

The LWDB will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the OSCC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.



MEMORANDUM OF UNDERSTANDING

VIII. 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.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CareerSource website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CareerSource will provide employment services to individuals participating in the partner programs and aggregated information to assist the partner in its evaluation of the effectiveness of programs, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the partner.



MEMORANDUM OF UNDERSTANDING

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this IFA, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.



MEMORANDUM OF UNDERSTANDING

X. TERM

The Term of this IFA shall commence on July 1, 2021, or the date last executed by both parties, whichever is later, through June 30, 2024, and may be renewed for successive three-year terms upon written concurrence between the parties. The parties agree to review this IFA no less than once every three-year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center 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. Any dispute concerning this IFA will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded



MEMORANDUM OF UNDERSTANDING

to the CEO of CareerSource and the Director of the Partner organization. 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) 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 CEO of CareerSource and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVI. STEPS TO REACH CONSENSUS

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

[signatures on the following page]



MEMORANDUM OF UNDERSTANDING

XVII. SIGNATURES

IN WITNESS WHEREOF, authorized parties are executing this MOU as of the date set forth below.

People Empowering & Restoring Communities (PERC):

Signature
Michael Jalazo
Printed Name/Title
04/22/21
Date

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature
Barclay Harwell
Printed Name
MA 26, 2021
Date

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature
Jennifer Brackney
Printed Name/Title
Jennifer Brackney, CEO
Date
May 21, 2021

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature
Printed Name
Date

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney