# ADDENDUM TO UMBRELLA MEMORANDUM OF UNDERSTANDING BETWEEN PASCO HERNANDO WORKFORCE BOARD, INC. DBA CAREERSOURCE PASCO HERNANDO, PASCO HERNANDO WORKFORCE DEVELOPMENT CONSORTIUM, AND HERNANDO COUNTY SCHOOL BOARD

This Addendum to Umbrella Memorandum of Understanding (this "Addendum") between **Pasco Hernando Workforce Board, Inc.**, DBA CareerSource Pasco Hernando, a Florida non-profit corporation ("CareerSource Pasco Hernando"), **Pasco Hernando Workforce Development Consortium** (the "Consortium"), and **Hernando County School Board** ("HCSB").

### WITNESSETH:

WHEREAS, CareerSource Pasco Hernando, the Consortium and HCSB have agreed to enter into that certain Umbrella Memorandum of Understanding (the "MOU"), which contains the global terms and conditions applicable to mandatory partners as provided and required by federal, state and local law, including but not limited to the Workforce Innovation and Opportunity Act (WIOA);

**WHEREAS**, CareerSource Pasco Hernando, the Consortium and HCSB desire to enter into this Addendum to establish terms and conditions that solely govern the relationship between CareerSource Pasco Hernando, the Consortium and HCSB for so long as HCSB is a mandatory partner under the MOU;

**WHEREAS**, CareerSource Pasco Hernando, the Consortium and HCSB further desire to enter into this Addendum to better address the operations of the local one-stop delivery system, provisions of programs and services, and apportionment of costs for HCSB as provided within the MOU;

WHEREAS, HCSB is not a co-located Partner and is authorized under Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR 38; Final Rule, published December 2, 2016); and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties to this Addendum agree as follows:

### **SECTION I: INDIVIDUAL PARTNER CONTRIBUTION OF SERVICES**

1.1 HSCB's oversees a district that is fully accredited school districted located on the central-west coast of Florida. The district has over 24,000 students and employs approximately 3,100 staff members through different educational facilities consisting of high schools, middle schools, elementary schools, charter schools and adult/technical education centers.

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### SECTION II: COST ALLOCATION BASIS/ METHOD TO DETERMINE BENEFITS

2.1 Pursuant to Subsection E, Section XVI: One-Stop Operating Budget and Infrastructure Funding of the MOU, the following chart summarizes the cost allocation basis used for HCSB to determine the benefit received from the use of the one-stop system.

Co-	Partner	Partner	Method to Determine
located	Organization	Program	Benefit/Allocation Base
No	Hernando County School Board	WIOA	

## **SECTION III: PARTNER CONTRIBUTION**

3.1 Pursuant to Subsection F, Section XVI: One-Stop Operating Budget and Infrastructure Funding of the MOU, the following chart summarizes the mandatory annual proportionate share that HCSB must make to CareerSource Pasco Hernando as part of HCSB's obligations under the MOU.

Partner Organization	Partner Program	Partner Annual Proportionate Share (1)	FTE (1)
Hernando County School Board	WIOA	\$1,735.65	10% of 1 FTE

# **SECTION IV: MISCELLANEOUS PROVISIONS**

- 4.1 HCSB specifically agrees to be bound by Section XVI: One-Stop Budget and Infrastructure Funding terms as provided in the MOU and the method of HCSB's annual proportionate share calculation.
- 4.2 HCSB specifically agrees to be bound by Section XVII: Modification terms as provided in the MOU and the method of amending the MOU and this Addendum.
- 4.3 HCSB specifically agrees to be bound by Section XVIII: Termination/ Separation terms as provided in the MOU.
- 4.4 HCSB and CareerSource Pasco Hernando agree that the terms and conditions regarding dispute resolution within the Exhibit (defined below) for disputes that are solely between HCSB the Consortium and CareerSource Pasco Hernando, such terms will control. However, if the

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dispute is between HCSB, the Consortium CareerSource Pasco Hernando, and another party to the MOU, the terms and conditions of Section XIX: Dispute Resolution of the MOU shall control.

- 4.5 HCSB also acknowledges the terms of Section XX: Authority and Signatures and warrants that the signature of the person to this Addendum has the authority to bind HCSB to the terms and conditions of the MOU and this Addendum.
- 4.6 This Addendum shall be construed with the MOU as one document. This Addendum shall also be construed with the laws of the State of Florida and venue shall be as provided in the MOU. This MOU and the Addendum constitute all the complete terms and conditions between CareerSource Pasco Hernando, the Consortium and HCSB, and supersede all previous oral and written agreements between the parties. If any term of this Addendum or MOU is deemed illegal or unenforceable, such term shall be severed and the remaining terms and conditions shall remain in effect. HCSB, the Consortium and CareerSource Pasco Hernando waive and release the right to a jury trial for any litigation that arises.
- 4.7 As additional requirement for HCSB to enter into the MOU and this Addendum, attached hereto this Addendum as Exhibit A is HCSB's Standard Addendum to Agreements with The Hernando County School Board (the "Exhibit"). Unless provided otherwise, any conflicting terms and conditions between this Addendum and this Exhibit, the terms and conditions of the Exhibit shall control.

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**BY HAND SUBSCRIBED**, this Addendum to the MOU is the product of local discussion and negotiation, and is an agreement developed and executed between CareerSource Pasco Hernando, Pasco Hernando Workforce Development Consortium, and the Partner hereunder, relating to the operation of the One-stop delivery system in the local area. See CFR 463.500.

Signature	 	 	
Digitature			
Print Name			
Title			
Date			

Hernando County School Board

Approved as to Form *Ayanna A. Hypolite*General Counsel, HCSB

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Pasco Hernando Workforce Board, Inc. dba CareerSource Pa	Pasco Hernando	
Signature		
Print Name		
Title		
Date		

Approved as to Form *Ayanna A. Hypolite*General Counsel, HCSB

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Pasco Hernando Workforce Development Consortium		
Signature		
Print Name		
Title		
Date		

Approved as to Form *Ayanna A. Hypolite*General Counsel, HCSB

# **EXHIBIT A**

# APPROVED BUDGET 2023-2024

Description	GL Account	Amount
Contracted Services	5225	213,915.00
One Stop Operator	5227	25,000.00
Insurance	5230	45,000.00
Staff Training	5340	0.00
Leases/Facilities	5400	332,275.00
Utilities	5410	42,247.00
Leases/Office Equipment	5420	36,540.00
Repairs & Maintenance	5425	60,000.00
Mobile Unit	5430	10,000.00
Communications - Internet	5440	35,000.00
Communications - Telephone	5441	24,000.00
Postage - Box rental	5445	5,000.00
Outreach	5450	5,000.00
Office Supplies	5460	5,000.00
Operating Supplies / Software	5470	177,000.00
Equipment < or= 5K	5475	15,000.00
Equipment > 5K	5480	0.00
TOTAL		1,030,977.00

The table below reflects the estimated annual value of an FTE based on the number of days of staff-assisted services.

# of Days per Week	f of Days per Week % of FTE	
1/2 day	10% of 1 FTE	1,735.65
1 day	20% of 1 FTE	3,471.30
2 days	40% of 1 FTE	6,942.61
3 days	60% of 1 FTE	10,413.91
4 days	80% of 1 FTE	13,885.21
5 days	100% of 1 FTE	17,356.52

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