



**MEMORANDUM OF UNDERSTANDING
BETWEEN
PASCO HERNANDO WORKFORCE BOARD, INC. DBA CAREERSOURCE PASCO
HERNANDO AND ITS
MANDATORY PARTNERS**

THIS UMBRELLA MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **PASCO HERNANDO WORKFORCE BOARD, INC., d/b/a CAREERSOURCE PASCO HERNANDO**, a Florida non-profit corporation, PO Box 6589 Spring Hill, FL 34611, ("CareerSource Pasco Hernando") and the **One-Stop Mandatory Partners** as described in Section V. Partners.

WITNESSETH:

WHEREAS, this MOU is developed and executed by CareerSource Pasco Hernando and the One Stop Mandatory Partners to document the roles and responsibilities of the Mandatory Partners for the One-stop delivery system, as required by section 121(c) of the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, this requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

WHEREAS, the sharing and allocation of infrastructure costs among One-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

WHEREAS, CareerSource Pasco Hernando previously entered in a separate Memorandum of Understanding with each Mandatory Partner that has automatically renewed each year unless otherwise terminated by either party; and

WHEREAS, CareerSource Pasco Hernando and Mandatory Partners desire to enter into this Umbrella MOU to address the operations of the local One-stop delivery system, provision of programs and services, and apportionment of cost for all Mandatory Partners, as provided herein; and;

WHEREAS, this MOU requires the agreement and signature of the **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 7530 Little Road, New Port Richey, Florida 34654 and the **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 20 N Main Street # 460, Brooksville, Florida 34601 ("CEO") per section 121© of WIOA; 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 agree as follows:

Table of Contents

| | |
|---|----|
| I. PARTIES | 5 |
| II. PURPOSE | 5 |
| III. LOCAL WORKFORCE SYSTEM | 5 |
| Mission | 5 |
| Vision | 5 |
| Core Values | 5 |
| IV. CAREER CENTERS | 6 |
| Comprehensive Center | 6 |
| Affiliate Centers | 6 |
| V. PARTNERS | 6 |
| Mandatory Partners | 6 |
| Additional One-Stop Partners | 6 |
| VI. ROLES AND RESPONSIBILITIES | 7 |
| All Parties | 7 |
| Partner Services | 8 |
| CareerSource Pasco Hernando | 8 |
| Individual Partner Contribution of Services | 9 |
| Hernando County School Board | 9 |
| Provision of Services | 9 |
| VII. METHODS OF INTERNAL REFERRAL | 10 |
| VIII. ACCESSIBILITY | 10 |
| Physical Accessibility | 11 |
| Virtual Accessibility | 11 |
| Programmatic Accessibility | 11 |
| Communication Accessibility | 11 |
| IX. INFORMATION SHARING | 12 |
| X. CONFIDENTIALITY | 12 |
| XI. MONITORING | 12 |
| XII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY | 13 |
| XIII. INDEMNIFICATION | 13 |
| XIV. DRUG AND ALCOHOL-FREE WORKPLACE | 13 |
| XV. TERM | 14 |
| XVI. SEVERABILITY | 14 |
| XVII. MODIFICATION | 14 |

| | |
|--|----|
| XVII. TERMINATION..... | 15 |
| XIV. MERGER..... | 15 |
| XX. THIRD PARTY BENEFICIARY | 15 |
| XXI. GOVERNANCE | 15 |
| XXII.DISPUTE RESOLUTION | 15 |
| Dispute Resolution Process | 16 |
| XXIII. ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING | 16 |
| One-Stop Operating Budget..... | 16 |
| Infrastructure Funding (IF)..... | 18 |
| Cost Allocation Methodology..... | 18 |
| Method to Determine Benefit..... | 18 |
| Partner Contribution..... | 19 |
| Co-located Partners – Annual Proportionate Share | 19 |
| Non Co-located Partners – Annual Proportionate Share | 19 |
| Method of Funding Proportionate Share..... | 20 |
| Cost Reconciliation | 20 |
| XXIV. AUTHORITY AND SIGNATURES | 22 |
| Hernando County School Board | 23 |
| Pasco Hernando Workforce Board, Inc. dba CareerSource Pasco Hernando | 24 |
| Chief Elected Official – Hernando Board of County Commissioners | 25 |
| Chief Elected Official – Pasco Board of County Commissioners | 26 |

I. PARTIES

Parties to this agreement include CareerSource Pasco Hernando and Mandatory Partners. 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.

II. PURPOSE

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pasco Hernando 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. In addition, the infrastructure funding establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Pasco Hernando, as applicable.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pasco and Hernando 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 Pasco and Hernando County.

III. LOCAL WORKFORCE SYSTEM

CareerSource Pasco Hernando operates a workforce system that economically benefits job seekers and businesses. To this end, CareerSource Pasco Hernando has adopted its Mission, Vision and Core Values:

Mission

Pasco Hernando Workforce Board enhances economic development efforts of our region by providing a well-trained, high-quality workforce which supports the success of local business and improves the quality of life.

Vision

To serve as a catalyst in the community for promoting self-sufficiency through the development of a quality workforce.

Core Values

- ❖ Integrity. We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships and actions.
- ❖ Customer Focused. We have a passion to serve. Our team is committed to understanding the needs of our customers through a results-oriented approach, known as concierge customer service.
- ❖ Accountability. We hold ourselves accountable for the quality and lasting results of our work, and for the commitments we make to our participants, employers, partners, stakeholders and each

other.

- ❖ Respect. We value everyone and treat people with dignity and professionalism.
- ❖ Collaboration. We value and celebrate teamwork, evident though our strong emphasis on partnership, engagement and community development.
- ❖ Innovation. We go beyond conventional ideas and approaches so new possibilities, and creativity can flourish to ensure real and lasting positive changes.

IV. CAREER CENTERS

CareerSource Pasco Hernando (3) comprehensive center sites that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1988 (WIA) and continued by the Workforce Innovation and Opportunity Act (WIOA).

Comprehensive Centers

- 1) 16336 Cortez Blvd., Brooksville, FL 34601 (subject to change lease agreement has expired and will be moving. For the present time inquiries can be sent to the PO Box.)
- 2) 4440 Grand Blvd., New Port Richey FL 34652
- 3) 15000 Citrus Country Dr., Suite 303 Dade City, FL 33525

V. PARTNERS

Mandatory Partners

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

This MOU addresses the below mandatory partners:

| Co-located | Partner Organization | Partner Program | Authorization/Category |
|-------------------|------------------------------|------------------------|---|
| No | Hernando County School Board | WIOA | Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016). |

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

VI. ROLES AND RESPONSIBILITIES

All Parties

All parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the [Partner Services](#) section below,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Partner Services

Each Partner commits to cross-training of staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement and further promote system integration to the maximum extent feasible, and permissible under state and federal law through:

- ❖ Effective communication, information sharing, and collaboration with CareerSource Pasco Hernando,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ 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 regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Coordinate with CareerSource Pasco Hernando 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.
- ❖ Coordinate with CareerSource Pasco Hernando 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.
- ❖ Coordinate with CareerSource Pasco Hernando 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.
- ❖ Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
- ❖ Provide feedback to CareerSource Pasco Hernando management regarding the performance of the partnership, including its effectiveness and success.

CareerSource Pasco Hernando

The CLEO has designated CareerSource Pasco Hernando to act as the administrative entity, grant recipient and fiscal agent for Pasco and Hernando County. CareerSource Pasco Hernando will perform the following functions:

- ❖ Review this MOU and solicit feedback from the Partner regarding improvements, changes, and/or additions, not less than once in every three-year period.
- ❖ 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.
- ❖ 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.

- ❖ 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.
- ❖ Maintain the statewide "CareerSource" branding of each center.
- ❖ 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.
- ❖ Provide an area for the Partner's meetings and/or co-location as space permits.
- ❖ Model CareerSource Pasco Hernando core values, and maintain a professional working environment.
- ❖ Abide by all of its policies, rules and procedures, and applicable Florida statutes and rules.

Individual Partner Contribution of Services

Hernando County School Board

Provision of Services

Career Source Pasco Hernando agrees to provide the following:

- ❖ Refer students to GED, postsecondary, ABE and/or ESOL program through the Crosswalk online referral platform.
- ❖ Provide informational documentation, such as fliers and program information.
- ❖ Provide employment placement assistance if the student meets the financial criteria, attendance, and provides the required documentation.
- ❖ Coordinate to ensure the needs of job seekers, youth, and individuals with barriers to employment are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- ❖ Resume writing, interviewing and career preparation services in schools in coordination with the teachers as part of the curriculum.
- ❖ Coordinate tours and educational guest speakers from post-secondary schools in order to assist students in knowing their options after graduation.
- ❖ Coordinate activities that provide students with direct exposure to the local workforce i.e., guest speakers in schools, industry tours and career fair events.
- ❖ Assist students with job placement services based on areas of study, and needs of businesses in our community.
- ❖ Active member of advisory boards for various academies throughout both districts

The Hernando County School Board agrees to provide the following:

- ❖ Hernando Adult Education Program refers students to CareerSource Pasco Hernando for

needed services through the Crosswalk online referral platform.

- ❖ Accept and process customers/students referred by other Pasco Hernando One-stop System agencies/organizations to determine their eligibility for Adult Basic Education/GED, Title 1 Literacy and Career and Technical education services.
- ❖ List job openings through CareerSource Pasco Hernando. Refer customers demonstrating interests in, and possibly eligible for agency/organization program services, as appropriate. Ensure all outreach efforts that include a reference to CareerSource Pasco Hernando or the Pasco Hernando Workforce Board receive prior approval from appropriate marketing staff.
- ❖ Ensure HCSB staff attend, participate in, and contribute to Pasco Hernando One-stop system cross training activities designed to increase partner awareness of services available.
- ❖ Participate in the development and implementation of other One-stop Center procedures, policies, reports customer surveys and operational agreements. Ensure employment placement information generated by HCSB is entered into state and local data collections systems. Actively participate in the development and maintenance of organizational reports that reflect the nature of HCSB's operations. Provide this information to the One-stop Operator at least quarterly.
- ❖ The Hernando Adult Education Program agrees to maintain a presence within the local CareerSource Pasco Hernando office in order to better assist students.
- ❖ Distribute the information provided by CareerSource Pasco Hernando to students.
- ❖ Inform CareerSource Pasco Hernando of student's attendance and progress.
- ❖ Provide wages and fringe benefits for all HCSB staff assigned to positions within the Pasco Hernando One-stop.
- ❖ Fund all HCSB supplies, and resource materials related to the delivery of HCSB services.
- ❖ Pay the HCSB portion of costs for office spaces and common area usage as agreed to by the HCSB, the CSPH and the One-stop operator.

VII. 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 Pasco Hernando One-stop network, and
- ❖ Develop materials summarizing their program requirements, and making them available for Partners and customers, and
- ❖ Provide substantive referrals to customers who are eligible for supplemental and complementary services, and benefits under partner programs, and
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys, and
- ❖ 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.

VIII. ACCESSIBILITY

Accessibility to the services provided by CareerSource Pasco Hernando and all Partner agencies is essential. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations, as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness, and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking, including parking clearly marked for individuals with disabilities. Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

CareerSource Pasco Hernando will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked, and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use," and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with CareerSource Pasco Hernando to post content through its website.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all CareerSource Pasco Hernando programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within region.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate, and be communicated with, on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

IX. INFORMATION SHARING

Partners 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 MOU, by itself, does not function to satisfy all of these requirements.

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.

X. 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 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.

XI. MONITORING

CareerSource Pasco Hernando, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XII. 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.

XIII. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government and not-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 CareerSource Pasco Hernando has 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 CareerSource Pasco Hernando. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28.

XIV. 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.

XV. TERM

WIOA Section 121(c) (g) and 34 CFR 463.500 requires that the MOU be reviewed and renewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and physical and programmatic accessibility.

This MOU shall be effective upon execution by all parties and approval by the CLEO, and shall be for a term of three (3) years, to cover services provided from July 1, 2023, through June 30, 2026, unless otherwise terminated as provided for herein.

XVI. SEVERABILITY

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

XVII. MODIFICATION

Subject to CLEO approval, this MOU may be modified through mutual consent of CareerSource Pasco Hernando and the applicable Partner(s), given thirty (30) days advance notice in writing, except as provided elsewhere with respect to termination or withdrawal of a Partner.

Any modifications to the MOU must, to be valid, be in writing, signed, dated by the applicable Parties, and appended to this original MOU. A modification of the MOU only requires parties to review and agree to the elements to the MOU that changed. A Modification will be effective once approved by CEO and CareerSource Pasco Hernando.

Substantive changes will require modification to the MOU. Substantive change may include, but is not limited to, a change that significantly alters the terms of this MOU, and addition or removal of a partner from this MOU. Non-substantive changes to the MOU, including but not limited to minor revisions to the One-Stop Operating budget of less than \$5,000 or adjustments made due to the reconciliation of budgeted cost will not require modification of the MOU.

As stated in the Infrastructure Funding section below, if an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure agreement may be included until such time the infrastructure funding agreement is finalized. The infrastructure funding agreement shall be finalized within 6 months of the date the MOU is signed by the CEO. Once an infrastructure agreement is reached, CareerSource Pasco Hernando and the applicable partner shall amend the MOU to include the infrastructure funding agreement. The infrastructure agreement shall become an addendum to this MOU.

All Parties agree that modifications that do not affect all Parties need only be signed by the authorized representatives of CareerSource Pasco Hernando and the affected Partner(s).

A modification to this MOU will be delivered via email or mail to the CEO and Partners.

XVIII. TERMINATION

This MOU will remain in effect until the end date specified in the Term section above. A Party may terminate this MOU prior to the end date, with cause upon thirty (30) days written notice, for any of the following reasons:

- o Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify CareerSource Pasco Hernando as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- o WIOA is repealed or superseded by subsequent federal law.
- o Local area designation is changed under WIOA.
- o A party breaches any provision of this MOU, and such breach is not cured within thirty (30) days after receiving written notice from the CareerSource Pasco Hernando Chair (or designee) specifying such breach in reasonable detail. In such an event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, CareerSource Pasco Hernando will convene applicable Parties to the MOU within thirty (30) days of notice to discuss the formation of the successor MOU, if applicable. At that time, allocated costs must be addressed.

XIV. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be

binding upon the parties.

XX. THIRD PARTY BENEFICIARY

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

XXI. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Pasco Hernando and the Pasco and Hernando 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 Pasco Hernando's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XXII. DISPUTE RESOLUTION

It is central to the intent and purpose of this MOU that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation to avoid disagreements, minimize the impact of any which may arise and resolve them collegially. 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.

Should informal resolution efforts fail, the dispute resolution process shall be followed as outlined below.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this Agreement is subject to the laws of Florida, venue in Pasco or Hernando County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. 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. 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.

Dispute Resolution Process

It is the responsibility of CareerSource Pasco Hernando's Chief Executive Officer to mediate the dispute. If that is not successful, the CareerSource Pasco Hernando Chair (or designee) will coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- A. The petitioner must send a notification to the CareerSource Pasco Hernando Chair (or designee), and all Parties to the MOU regarding the conflict within ten (10) business days.
- B. The CareerSource Pasco Hernando Chair (or designee) shall place the dispute on the agenda

of a special meeting of the CareerSource Pasco Hernando 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.

- C. 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.
- D. 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.
- E. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- F. The CareerSource Pasco Hernando 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.
- G. If a Partner has employed the dispute resolution process, and have failed to reach consensus on an issue pertaining to the funding, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.

XXIII. ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING

The partners agree to enter into a One-stop Operating Budget and Infrastructure Funding agreement as detailed in this section. The One-Stop Operating Budget and Infrastructure Funding agreement is a plan to share and allocate the costs of services and the operating costs, including infrastructure costs, among One-stop partners.

One-Stop Operating Budget

The One-stop Operating budget is made up of infrastructure costs. The budget for the comprehensive centers is presented below. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, included by not limited to:

- 1. Applicable facility costs (such as rent).
- 2. Costs of utilities and maintenance.
- 3. Insurance, Office Supplies,
- 4. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
- 5. Technology to facilitate access to the One-stop Centers, including technology used for the center's planning and outreach activities.
- 6. Local Workforce Development Boards (LWDB) may consider common identifier of costs as costs of One-stop Infrastructure. One example of a common identifier is the cost of signage for American Job Centers (AJC) or One-stop centers (WIOA- sec 121 (h)(4) and 20 CFR 678-700).

For purposes of equity and to allow predictability in budget planning, withdrawal, or reduction in the Partner square footage usage at the comprehensive centers shall not relieve the Partner of the

obligation to continue to support CareerSource Pasco Hernando's budget through the remainder of the current budget year.

The projected annual budget is presented below.

| Infrastructure Costs | | |
|------------------------------------|---------|-------------------|
| Cost Item | GL Acct | TOTALS |
| Contracted Services | 5225 | 150,000.00 |
| Insurance | 5230 | 35,000.00 |
| Leases/Facilities | 5400 | 250,000.00 |
| Utilities | 5410 | 26,000.00 |
| Leases/Office Equipment | 5420 | 36,000.00 |
| Repairs & Maintenance | 5425 | 40,000.00 |
| Mobile Unit | 5430 | - |
| Communications - Internet | 5440 | 35,000.00 |
| Communications - Telephone | 5441 | 35,000.00 |
| Postage - Box rental | 5445 | 5,000.00 |
| Outreach | 5450 | 13,500.00 |
| One Stop Operator | 5227 | 21,000.00 |
| Office Supplies | 5460 | 12,000.00 |
| Operating Supplies / Software | 5470 | 50,000.00 |
| Equipment < or= 5K | 5475 | 12,000.00 |
| Equipment > 5K | 5480 | |
| Sub Item | | 720,500.00 |
| Administrative & Shared | | |
| Services Fee (10%) | | 72,050.00 |
| Total Item | | 792,550.00 |

Infrastructure Funding (IF)

1. Costs of the infrastructure of One-stop career 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.
- 2) All Parties to this MOU recognize that infrastructure costs are applicable to all Mandatory Partners, whether they are physically located in the Comprehensive Center or not.
- 3) Infrastructure costs will be reviewed as necessary or at least once per year, and may result in an adjustment to the Partner's proportionate share.
- 4) All Parties will actively participate in Infrastructure Funding negotiations in a good faith effort to reach agreement.
- 5) Dispute resolution. Dispute resolution shall be as described above in section XXII. **Dispute Resolution.**
- 6) If an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure funding agreement may be included for a period of up to six months pursuant to 20 CFR 678.715(c). This MOU shall be modified to include the infrastructure funding agreement that is reached as described in section XVII. **Modification.**

Cost Allocation Methodology

Required One-stop Center Partner's proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology. All Partners have agreed to provide access to their programs in the comprehensive center, and contribute to infrastructure costs, as applicable. The Partners are linked virtually through online service access to a program staff member via the resource rooms, and through cross-trained front desk staff and other, physically co-located Partner staff, who can provide information and referrals. CareerSource Pasco Hernando selected the cost allocation basis to determine overall Partner contributions. This was done in effort to a) remedy the imbalance of non-physically represented Partners, and b) to comply with the requirement of the Partners' contribution to be in proportion to the Partners' use of the comprehensive center.

- Co-located Partners: The Partner programs physically located in the comprehensive centers will have square footage as the cost allocation base. In addition, shared costs will also factor into the determination of the Partner's benefit/fair share of infrastructure costs.
- Non Co-located Partners: The Partner programs not physically located in the comprehensive center will have their benefit/fair share determined by the FTE equivalent to perform staff assisted services for co-enrollments with Wagner Peyser or WIOA Title I services. There are no mandatory partners included in this MOU who are co-located.

Method to Determine Benefit

The chart below summarizes the partner programs and the cost allocation basis used to determine the relative benefit received: ***This is based on 2021-2022 budget, and will be adjusted when 2022-2023 budget is completed.***

| Co- located | Partner Organization | Partner Program | Method to Determine Benefit/Allocation Base |
|-------------|------------------------------|-----------------|---|
| No | Hernando County School Board | WIOA | # of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I |

Partner Contribution

Each partner's contributions to Infrastructure Funding costs 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. The partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Co-located Partners – Annual Proportionate Share

For those Partner programs that are co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on occupied and common area square footage, as well as shared infrastructure and administrative costs. There are no mandatory partners included in this MOU who are co-located.

Non Co-located Partners – Annual Proportionate Share

For those Partner programs that are not co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on the CareerSource Pasco Hernando full-time equivalent (FTE) to process co-enrollments with Wagner Peyser & WIOA Title I staff assisted services.

In addition, the Partner shall provide a minimum of eight (8) hours of training to appropriate CareerSource Pasco Hernando career services and program staff at a date(s) and time(s) that is mutually beneficial to CareerSource Pasco Hernando and Partner annually. The staff training outline will require approval by CareerSource Pasco Hernando prior to training commencement. This cross-training is deemed necessary in order for appropriate referrals to be made by CareerSource Pasco Hernando staff to the appropriate Partner program.

| Partner Organization | Partner Program | Partner Annual Proportionate Share (1) | FTE (1) |
|------------------------------|-----------------|--|--------------|
| Hernando County School Board | WIOA | \$1454.22 | 10% of 1 FTE |

(1) The Partner's proportionate share is reviewed semi-annually, and may result in a revision as detailed in the Cost Reconciliation section below.

A minimum of .10 of 1 FTE in CareerSource Pasco Hernando staff assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$792,500, and dividing by 58.50 FTE, the number of staff located at the comprehensive centers. 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 | % of FTE | Annual Value of FTE Equivalent |
|--------------------|---------------|--------------------------------|
| ½ Day | 10% of 1 FTE | 1,454.22 |
| 2 Day | 20% of 1 FTE | 2,908.44 |
| 3 Day | 40% of 1 FTE | 5,816.88 |
| 4 Day | 60% of 1 FTE | 8,725.32 |
| 5 Day | 80% of 1 FTE | 11,633.76 |
| 6 Day | 100% of 1 FTE | 14,542.20 |

Partner. The negotiation shall be completed by September 30th, and will be appended to this MOU in accordance with section **XVII. Modification**.

The contribution will be remitted to CareerSource Pasco Hernando as follows.

- o Cash: Where a Partner shall contribute cash, Partner shall remit payment to CareerSource Pasco Hernando at: PO Box 6589, Spring Hill, FL 34609, Attention: Finance Department, no later than the due dates specified below. CareerSource Pasco Hernando will invoice the Partner prior to the due date.

- o In-Kind: Where a Partner shall contribute in-kind, Partner shall email their in-kind schedule quarterly with supporting documents to Cathy Bravico at CBravico@careersourcepascohermando.com no later than due dates specified below. Partner in-kind requires the prior approval of the CareerSource Pasco Hernando Chief Financial Officer, and shall follow the in-kind guidelines, as established by CareerSource Pasco Hernando and federal guidelines.
- o Due Date (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

Cost Reconciliation

All Parties agree that a reconciliation of budgeted and actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles:

Co-located Partner

- o CareerSource Pasco Hernando shall compare the budgeted One-stop Operating costs to actual on a semi-annual basis to determine the actual cost for the Partner for the quarter.
- o CareerSource Pasco Hernando shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a weekend or holiday it will be provided the following business day):
 - April 30th for July through December
 - July 31st for January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Pasco Hernando will continue to monitor the costs throughout the year, and will take into consideration any fluctuations when determining subsequent year's proportionate share.

- o Partners shall communicate any disputes with cost to CBravico@careersourcepascohermando.com within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute, and respond accordingly to the Partner within ten (10) days of receipt of notice of the Partner's dispute. When necessary, CareerSource Pasco Hernando will modify the Invoice upon resolution of the dispute.

Non Co-located Partners:

- o Semiannually, by the due dates noted below, each Partner who is not co-located at the comprehensive center will email to CBravico@careersourcepascohermando.com customer

information as agreed upon and permitted by the Partner Organization.

Due Dates (if the due date falls on a weekend or holiday then it is due the following business day):

- January 10th for the period July through December
 - July 10th for the period January through June
- o Upon receipt of the above information, CareerSource Pasco Hernando shall update the Partner's allocation base (i.e., FTE equivalent), and apply the updated allocation base as described in the Cost Allocation Methodology section above, to determine the actual costs for the Partner. The Partners understand that the timeliness of CareerSource Pasco Hernando calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
 - o CareerSource Pasco Hernando shall email the Partner their updated pro-rated proportionate share by the following dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - January 31st for the period July through December
 - July 31st for the period January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Pasco Hernando will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.

- o Partners shall communicate any disputes with cost to CBravico@careersourcepascohermando.com within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute and respond accordingly to the Partner within fifteen (15) days of receipt of notice of the Partner's dispute. When necessary, CareerSource Pasco Hernando will modify the invoice upon resolution of the dispute.

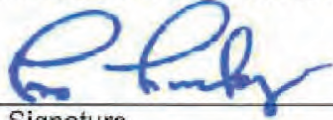
XXIV. AUTHORITY AND SIGNATURES

Each party is certifying that they have read and understand the information contained in this MOU, and that the individual has the legal authority to commit their respective organization to the terms of this MOU and do so by signature below.

This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all parties have signed.

[Intentionally Left Blank]

Hernando County School Board



Signature

Gus Guadagnino

Print Name

Board Chair

Title

5/30/23

Date

Pasco Hernando Workforce Board, Inc. dba CareerSource Pasco Hernando


Charles Gibbons (Jul 7, 2023 13:50 EDT)

Signature

Charles Gibbons

Print Name

Board Chair

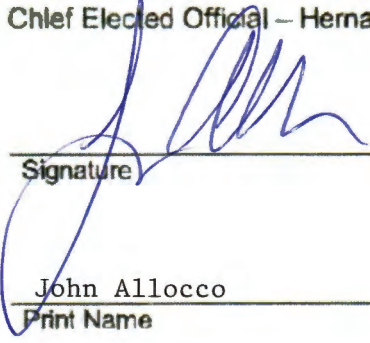
Title

Jul 7, 2023

Date

IN WITNESS WHEREOF, this Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Workforce Development Board, and the One-stop mandatory partners, with the agreement of the chief elected official and the One-stop mandatory partners, relating to the operation of the One-stop delivery system in the local area. See 34 CFR 463.500.

Chief Elected Official – Hernando Board of County Commissioners



Signature

John Allocco

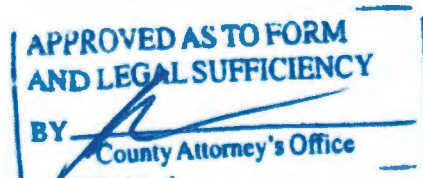
Print Name

Chairman

Title

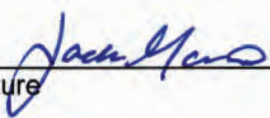
August 22, 2023

Date



IN WITNESS WHEREOF, this Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Workforce Development Board, and the One-stop mandatory partners, with the agreement of the chief elected official and the One-stop mandatory partners, relating to the operation of the One-stop delivery system in the local area. See 34 CFR 463.500.

Chief Elected Official – Pasco Board of County Commissioners


Signature

Jack Mariano
Print Name

Chairman
Title

Date

APPROVED
IN SESSION
SEP 05 2023
PASCO COUNTY
BCC



B. Harold R. Single, DC.
Nikki Alvarez-Sowles, Esq.,
Pasco County Clerk & Comptroller

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:


Charles Gibbons (Jul 7, 2023 13:50 EDT)

Printed Name: Charles Gibbons

Title: Board Chair

Date: Jul 7, 2023

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