# CareerSource North Central Florida



# **Local Workforce Development Area 09**

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Date Submitted: March 16, 2020

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**Chief Operating Officer and Chief Quality Officer** 

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# TABLE OF CONTENTS

ORGANIZATIONAL STRUCTURE	1
ANALYSIS OF NEED AND AVAILABLE RESOURCES	7
WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS	20
COORDINATION OF SERVICES	24
DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM	31
DESCRIPTION OF PROGRAM SERVICES	37
ATTACHMENTS	50
ATTACHMENT A: EXECUTED MEMORANDA OF UNDERSTANDING FOR ALL ONE-STOP PARTNERS AND EXECUTED INFRASTRUCTURE FUNDING	
AGREEMENTS WITH ALL APPLICABLE WIOA REQUIRED PARTNERS	51
ATTACHMENT B: EXECUTED INTERLOCAL AGREEMENT	52
ATTACHMENT C: BOARD MEMBER ROSTER AND MEETING MINUTES	53
ATTACHMENT D: PUBLIC COMMENT	57
ATTACHMENT E: CURRENT BY-LAWS	58

### ORGANIZATIONAL STRUCTURE

## (1) Chief Elected Official(s)

A. Identify the chief elected official(s) by name, title, mailing address, phone number and email address.

Per the region's Interlocal Agreement, the Chief Elected Official for Alachua County is the Alachua County Board of County Commissioners (ABoCC).

Name: Robert "Hutch" Hutchinson, Chair

Title: Alachua County Board of County Commissioners

Mailing Address: 12 S.E. 1st Street, Gainesville, Florida 32601

Phone: 352-264-6900

Email: rhutchinson@alachuacounty.us

The Chief Elected Official for Bradford County is:

Name: Chris Dougherty, Chair

Title: Chair of the Bradford Board of County Commissioners (BBoCC)

Address: 945 North Temple Avenue, Starke, Florida 32091.

Telephone: 904-966-6327

Email: bocc@bradfordcountyfl.gov

B. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official.

The current Interlocal Agreement between CareerSource NCFL and Alachua and Bradford County is attached.

C. Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board.

The current Interlocal Agreement between CareerSource NCFL and Alachua and Bradford County is attached.

- D. Attach a copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations. At a minimum the by-laws must include:
  - i. The nomination process used by the chief elected official to elect the local board chair and local board members;

The CareerSource NCFL Bylaws and the Interlocal Agreement between the CEO(s) and the Board address the nomination process.

The CareerSource NCFL Board's Bylaws state that:

Section 3.2: Membership Nominations and Appointments – Voting Board members shall be nominated as set forth by law, and pursuant to the process

established in the Interlocal Agreement shall be appointed by the Chief Elected Officials of Alachua and/or Bradford Counties.

The Interlocal Agreement, Section 7.3(1) states:

Appoint the members of the Board, in accordance with Section 107(b)(2)of Title 1 of the US-WIOAT, Chapter 445.007(1), F.S. and Section 8 of this Agreement, which shall serve the functions as described in Title 1, Section 107 of the US-WIOA; and

Interlocal Agreement, Sections 8.2:

Members of the CareerSource NCFL Board are nominated by various agencies as mandated under WIOA. Those nominations are to be approved by the Chief Elected Officials for selection and appointment and then will be submitted to the appropriate Board of County Commissioners. Attachment 1, which is made a part of this Interlocal Agreement, defines which Board seats represent which county(ies). Either County may choose to solicit member nominations directly from the appropriate agencies. Members shall be appointed for fixed or staggered terms and may serve until their successors are appointed. Terms of CareerSource NCFL Board members shall be three (3) years and may be renewed for one or more additional three (3) year terms.

Interlocal Agreement, Section 9.6:

The Chair of the CareerSource NCFL Board must be from the business community and serve for a term of no more than two years and serve no more than two terms as chair. [§ 107(b)(3)], US-WIOA, § 445.007(2)(a) F.S., FL-WIOA]

- ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;
  - The Interlocal Agreement, Section 9.6 states that Board members shall be appointed for fixed and staggered terms and may serve until their successors are appointed. Terms of Board members shall be three years and may be renewed for one or more additional three (3) year terms.
- iii. The process to notify the chief elected official of a board member vacancy ensuring a prompt nominee;'
  - The Interlocal Agreement, Section 8 indicates that members of the Board are nominated by various agencies as mandated under WIOA. Nominations are to be approved by the Chief Elected Officials for selection and appointment and then submitted to the appropriate Board of County Commissioners. Either County may choose to solicit member nominations directly from the appropriate agencies. Any vacancy in the membership of the CareerSource NCFL Board shall be filled in the same manner as the vacating member's appointment.
- iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;

CareerSource NCFL's Bylaws Section 5.2 specifies that "a Board member who is unable to attend a Board meeting may designate a non-Board member to appear in his/her place. The designee may participate in the Board's discussions but may not vote. The designee shall be counted toward a quorum, but the Board member shall receive credit for attendance. A Board member may not vote by written proxy or ballot." The identification of designees is determined when the roll call is taken at the beginning of the Board meeting.

- v. The use of technology, such as phone and web-based meetings used to promote board member participation; CareerSource NCFL's Bylaws Section 5.1.G specifies: "A Board Member who is unable to attend a Board meeting in person may attend, participate, and vote by telephone or Internet meeting conference." The Board uses a conference call system to enable members and the public to telephonically attend Board meetings. The phone number and meeting identification number are included on the meeting agenda, which is posted on CareerSource NCFL's web site calendar.
- vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

CareerSource NCFL Board membership represents a wide variety of interests and sectors including local county government, private businesses, economic development, community based organizations, educational and training institutions, labor, and service providers. This representation has led to the development of strong ties within each sector and ongoing collaborative working relationships throughout the region. The results have been a continuing process of generating feedback regarding the employment and other essential needs of the region.

One of the purposes of the Board listed in Section 2 of the Bylaws is the expectation of the Board to lead efforts to engage with a diverse range of employers, businesses, business associations, and public sector entities to promote business representation in the workforce system as well as to ensure that workforce activities meet the needs of employers and support economic growth.

vii. Any other conditions governing appointments or membership on the local board.

Working with the CEO's of Alachua and Bradford Counties, Chambers of Commerce and other economic development organizations, school superintendents, post-secondary institutions, and private business(es), CareerSource NCFL strives to obtain a diverse membership that represents and promotes the goals, aspirations, leadership, development, sustained growth, and well-being of our communities.

E. Describe how the chief elected official is involved in the development, review and approval of the local plan.

According to the Interlocal Agreement, the Chief Elected Officials are authorized to exercise decision-making powers, including those related to the approval of the local

plan. All plans are submitted to the CEO for their review, comment and approval. Seats 28 and 30 of the CareerSource NCFL Board are held by a county commissioner from each county, thus the CEO is involved in all activities at the bimonthly Board meetings, in addition to any committee meetings the two commissioners sit on (as all Board members are required to sit on and participate on at least one committee).

### (2) Local Workforce Development Board (LWDB)

A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

The CareerSource NCFL Board Chair for 2019-2020 is Dr. Jeffrey Tate, Chief Operating Officer and Chief Quality Officer; Cyclo Therapeutics, Inc (previously CTD Holdings, Inc.); Address: 6714 NW 16<sup>th</sup> Street, Suite B, Gainesville, Florida; Phone (386) 418-8060, Email: jeff@cyclodex.com

- B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents. Currently, the Vice Chair position is vacant due to a recent resignation. The process to fill the position is underway.
- C. Describe how the LWDB was involved in the development, review, and approval of the local plan.

The Administrative Entity for CareerSource NCFL began working on the plan update in January 2020. The Executive Committee met on January 14, 2020 and selected Thomas P. Miller & Associates (TPMA) to assist with facilitating the local plan. TPMA worked closely with the acting administrative staff and the Board to obtain and update information to incorporate into the plan. The plan went before the CareerSource NCFL Executive Committee for review on January 27, 2020 and before the Full Board by February 9, 2020. The plan was then posted on the CareerSource NCFL website on February 10, 2020 with notices sent to the two county newspapers of the availability of the plan for public comment. Concurrent to posting the plan for public comments, the plan was sent to the Alachua Board of County Commission and the Bradford Board of County Commission for approval. The plan is submitted to CareerSource Florida by March 16, 2020.

### (3) Local Grant Subrecipient (local fiscal agent or administrative entity)

A. Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12)(B)(1)(iii); 20 CFR 679.420

Grant funds are received into and disbursed from the bank account of the Alachua Bradford Regional Workforce Board (d/b/a CareerSource North Central Florida) who serves as the fiscal agent of the federal funds that pass through to the Board from DEO. The Board delegates the financial services duties to its Administrative Entity, including audit preparation.

- B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430 Currently, staff to the CareerSource Citrus Levy Marion Board are serving as interim Administrative Entity (AE) while the Board is in the process of reassessing and reorganizing its vendors. An update will be provided for review prior to July 1, 2020.
- C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy 2012.05.24.A.2 State and Local Workforce Development Board Contracting Conflict of Interest Policy.

The CareerSource NCFL Board's design for service delivery has all of its services competitively procured and contracted with independent contractors.

- (1) The Board serves as the sub-awarded fiscal agent.
- (2) Currently, staff to the CareerSource Citrus Levy Marion Board are contracted to serve as interim Administrative Entity (AE) while the Board is in the process of reassessing and reorganizing its vendors. Previously, the fiscal agent and Board staff roles were held by the same entity, and a review of that structure is part of the current reorganization process. An update will be provided for review prior to July 1, 2020.
- (3) Kaiser Group, Inc. d/b/a/Dynamic Workforce Solutions (DWFS) was competitively procured and contracted in 2019 to be the One-Stop Operator and the direct provider of career services. DWFS has a contract with CareerSource NCFL that separates the duties of the one-stop operator and the career services. Additionally, the career services duties have performance based contract requirements that are reviewed on a monthly and quarterly basis.
- (4) To maximize a WIOA eligible/ITA participant's freedom to choose an approved training provider, CareerSource NCFL does not contract with any training providers. State universities, colleges and private non-profit and for-profit training providers are on the Eligible Training Provider List to provide occupational training. Decisions as to which provider to use is left up to individual informed customer choice. CareerSource NCFL uses training vouchers to provide training from Individual Training Accounts (ITA) for individual participants. CareerSource NCFL does not contract for ITA training. Purchase orders are used for employability skills training or teen pregnancy prevention training with competitive procurements for private trainers (not state universities or colleges).

### (4) One-Stop System

A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s)<sup>1</sup>, and other service delivery points).

The CareerSource NCFL one-stop system is rooted in the concept of providing quality employer and worker services and universal access to a variety of programs and services in a seamless and integrated manner, and is designed to facilitate the effective and efficient delivery of workforce services in the region. Information and access to a comprehensive array of employer services, educational, vocational, job training and other workforce development services, including occupational skills training and lifelong learning, job development and support services will be available to all Alachua and Bradford Counties' residents in a single, customer-focused, user friendly system. CareerSource NCFL has two comprehensive physical centers, located in Starke and Gainesville, providing all required core services and access to programs operated by one- stop partners. Information about each center is listed below.

Alachua County Career Center 10 NW 6th Street Gainesville, FL 32601 (352) 955-2245

Bradford County Career Center 819 South Walnut Street Starke, FL 32091 (904) 964-8092

In addition to the Career Centers, NCFL has two centers dedicated to businesses.

Greater Gainesville Chamber 300 E. University Ave Gainesville, FL 32601 (352) 234-7100

North Florida Regional Chamber of Commerce 100 E Call Street Starke, FL 32091 (904) 964-2863

The local vision fulfills the integrated universal access approach by electronically interconnecting all partners (service providers and customers – employees and employers) in order to transfer, share and provide universal access to information and services from anywhere within the two-county area. This process, facilitated through a combination of physical location where providers are co-located in one central facility,

6|Page

<sup>&</sup>lt;sup>1</sup>A comprehensive center is one in which all core and required partner services are available either physically at the location or by direct linkage through technology to a program staff member who can provide meaningful information or services. See Training and Employment Guidance Letter No. 16-16 (TEGL 16-16) and Training and Employment Guidance Letter No. 16-16, Change 1 (TEGL 16-16, Change 1). Additionally, Memorandums of Understanding (MOU) and Infrastructure Funding Agreements (IFA) must be executed for all partners connected to the comprehensive centers.

and "virtual" connection of service providers through a computer network, demonstrates the concept of universal access. The success of the one-stop system is dependent on the development of an integrated team that is represented by staff drawn from the various system partners to work efficiently together to serve customers. This integration is accentuated by the Employ Florida Marketplace system that will be used by all agencies throughout the system to obtain and document customer information. The data collected will constitute the basis of the initial participant file that will be maintained in the system from which partners will access common data elements.

- B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

  The career centers are open with access for programs, services and activities Monday, Tuesday, Wednesday and Friday from 8:00 a.m. to 5:00 p.m. On Thursdays the career centers are open from 10:00 a.m. until 5:00 p.m. When evening activities are ongoing, such as providing space for training activities or community events, the centers are open after hours. Additionally, the Greater Gainesville Chamber is open Monday through Friday from 8:30 a.m. 5:00 p.m. and the North Florida Regional Chamber of Commerce is open Monday through Friday from 9:00 a.m. 5:00 p.m.
- C. Identify the entity or entities selected to operate the local one-stop center(s). The Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions (DWFS) was selected in 2019 through a competitive procurement process to be the one-stop operator and provider of career services by the CareerSource NCFL Board.
- D. Identify the entity or entities selected to provide career services within the local one-stop system.
  - DWFS provides career services within the one-stop system.
- E. Identify and describe what career services are provided by the selected one-stop operator and what career services, if any, are contracted out to service providers. DWFS provides all career services. DWFS also supervises state DEO staff that provides Wagner Peyser and Veterans services.
- F. Pursuant to the <u>CareerSource Florida Administrative Policy 093 One-Stop Career Center Certification Requirements</u>, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements. Per the CareerSource Florida Administrative Policy for One-Stop Certification, both of CareerSource NCFL's one-stop centers meet the comprehensive one-stop certification requirements.

### ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

A. Information on existing and emerging in-demand industry sectors and occupations; and

The following analysis contains data collected and analyzed data from Economic Modeling Specialists Int'l. (EMSI), U.S. Census Bureau, and the U.S. Bureau of Labor Statistics. Though 2019 is the current calendar year, 2018 labor market data are utilized as these represent the latest full calendar year of data available from federal statistical agencies.

### INDUSTRY MIX

The table below details the top 20 industries in the CS NCFL region in 2018 at the 2-digit North American Industry Classification System (NAICS) level. Government is the largest industry, constituting over a quarter of all jobs in the region. Health Care and Social Assistance; Retail Trade; and Accommodation and Food Services round out the top jobs in the region behind Government. The greatest percent change in jobs over the last five years was by Mining, Quarrying, and Oil and Gas Extraction (97%), however it is among the smallest industries in the CS NCFL region. Construction, which experienced a 28% increase over the same time period, added 526 jobs due to competitive effect (CE). A positive CE number indicates more growth within a particular industry than would have been expected from non-local trends. Industries with significant positive CE scores include Retail Trade (1,199 jobs); Government (942 jobs); and Administrative and Support and Waste Management and Remediation Services (906 jobs).

Location Quotient (LQ) measures the relative importance of an industry's employment to a particular region. Typically, industries with an LQ score above 1.25 represent an importance to the region. Only two industries in the CS NCFL region have an LQ score above 1.25: Government (1.88) and Health Care and Social Assistance (1.27).

Industry	2018 Jobs	% of Total	% Change	2018 LQ	2018
		Jobs	2013- 2018		CE
Government	43,253	28.26%	4%	1.88	942
Health Care and Social Assistance	24,633	16.09%	12%	1.27	188
Retail Trade	15,890	10.38%	13%	1.03	1,199
Accommodation and Food Services	14,550	9.51%	14%	1.11	149
Professional, Scientific, and Technical Services	7,645	5.00%	19%	0.77	428
Administrative and Support and Waste Management and Remediation Services	7,082	4.63%	27%	0.74	906
Construction	6,485	4.24%	28%	0.76	526
Other Services (except Public Administration)	6,228	4.07%	5%	0.86	(109)
Finance and Insurance	4,734	3.09%	13%	0.77	236
Manufacturing	4,606	3.01%	1%	0.38	(172)
Transportation and Warehousing	3,476	2.27%	23%	0.63	60
Wholesale Trade	2,818	1.84%	16%	0.50	353
Real Estate and Rental and Leasing	2,716	1.77%	10%	1.05	(31)
Educational Services	2,476	1.62%	16%	0.63	155

Arts, Entertainment, and Recreation	2,217	1.45%	12%	0.83	(65)
Information	1,555	1.02%	2%	0.55	(53)
Agriculture, Forestry, Fishing and Hunting	1,487	0.97%	(10%)	0.83	(187)
Management of Companies and Enterprises	498	0.33%	(16%)	0.23	(161)
Utilities	431	0.28%	4%	0.82	8
Mining, Quarrying, and Oil and Gas Extraction	256	0.17%	97%	0.40	150
Unclassified Industry	17	0.01%	(11%)	0.08	(8)

### **KEY INDUSTRIES**

Diving deeper, the table below details the 20 largest 4-digit NAICS industries in terms of employment in the CS NCFL Region in 2018. The top industries include Education and Hospitals (State Government) (23,027 jobs); General Medical and Surgical Hospitals (11,805 jobs); and Restaurants and Other Eating Places (11,662 jobs). In comparison to the top industries at the 2-digit NAICS level, several of the industries in the table are representative of Government and Health Care and Social Assistance. Over half of the top industries in the CS NCFL region have an average earning above \$50,000. Federal Government, Civilian has the highest average earning at \$109,397 which is \$90,408 more than the lowest paid industry, Restaurants and Other Eating Places (\$18,989). However, the latter has over 7,000 more jobs than the former. The top two industries with the greatest number of jobs in 2018 also have the highest LQ score and CE.

Future projections indicate that the greatest percentage of growth will be experienced by the smallest employed industry in the table: Foundation, Structure, and Building Exterior Contractors. State Government, Excluding Education and Hospitals, which experienced the second greatest decrease in jobs over the last five years, is projected to experience the greatest (and only) decrease in jobs over the next five years of all top industries at the 4-digit NAICS level. With a relatively competitive LQ score of 2.24, the continual decrease of jobs for this industry will have a negative impact on the CS NCFL region's economy along with its significant negative CE score.

Industry	2018 Jobs	% Change 2013- 2018	Projected % Change 2018- 2023	2018 LQ	2018 CE	Average Earnings
Education and Hospitals (State Government)	23,027	21%	6%	7.86	426	\$81,941
General Medical and Surgical Hospitals	11,805	19%	8%	2.67	414	\$69,077
Restaurants and Other Eating Places	11,662	13%	6%	1.16	(227)	\$18,989
Local Government, Excluding Education and Hospitals	5,224	2%	1%	0.97	(124)	\$67,043
Education and Hospitals (Local Government)	5,090	(28%)	5%	0.63	81	\$53,147
State Government, Excluding Education and Hospitals	4,758	(10%)	(14%)	2.24	(657)	\$58,651
Federal Government, Civilian	4,570	3%	1%	1.69	32	\$109,397
Grocery Stores	3,574	13%	3%	1.39	40	\$25,922

Industry	2018 Jobs	% Change 2013- 2018	Projected % Change 2018- 2023	2018 LQ	2018 CE	Average Earnings
Services to Buildings and Dwellings	3,541	22%	11%	1.30	111	\$26,125
Offices of Physicians	2,656	15%	10%	1.06	(29)	\$93,792
Building Equipment Contractors	1,983	32%	10%	0.88	28	\$50,289
Department Stores	1,780	10%	4%	1.64	236	\$25,407
Employment Services	1,756	46%	11%	0.51	99	\$30,274
Nursing Care Facilities (Skilled Nursing Facilities)	1,750	(6%)	2%	1.15	27	\$37,911
Religious Organizations	1,677	10%	8%	1.02	49	\$20,069
Warehousing and Storage	1,656	38%	9%	1.58	(150)	\$48,439
Insurance Carriers	1,632	13%	0%	1.38	(26)	\$69,550
Agencies, Brokerages, and Other Insurance Related Activities	1,406	7%	3%	0.95	(88)	\$75,029
Architectural, Engineering, and Related Services	1,402	19%	1%	0.96	(68)	\$71,695
Foundation, Structure, and Building Exterior Contractors	1,344	80%	20%	1.29	182	\$46,687

### OCCUPATION MIX

The table below identifies the top occupations for the CS NCFL region in 2018 at the 2-digit Standard Occupational Classification (SOC) level. The top occupations include Office and Administrative Support Occupations (21,770 jobs); Education, Training, and Library Occupations (16,842 jobs); Food Preparation and Serving Related Occupations (14,628 jobs); and Healthcare Practitioners and Technical Occupations (14,527 jobs). Only four occupations have an LQ score above 1.25: Education, Training, and Library Occupations (1.944); Life, Physical, and Social Science Occupations (1.55); Healthcare Support Occupations (1.36); and Building and Grounds Cleaning and Maintenance Occupations (1.31). These occupations are considered to be strong occupations in the CS NCFL region.

Median hourly earnings for the top occupations range from \$9.69 for Food Preparation and Serving Related Occupations to \$38.92 for Management Occupations. Of the top five occupations, only two have median hourly earnings below \$15.00.

Occupation	2018 Emp.	% of Total Emp.	Median Hourly Earning	2018 Location Quotient
Office and Administrative Support Occupations	21,770	14.2%	\$15.20	0.98
Education, Training, and Library Occupations	16,842	11.0%	\$17.42	1.94
Food Preparation and Serving Related Occupations	14,628	9.6%	\$9.69	1.14

Healthcare Practitioners and Technical Occupations	14,527	9.5%	\$29.04	1.71
Sales and Related Occupations	14,224	9.3%	\$11.56	0.94
Building and Grounds Cleaning and Maintenance Occupations	7,362	4.8%	\$11.14	1.31
Transportation and Material Moving Occupations	7,006	4.6%	\$14.40	0.67
Business and Financial Operations Occupations	6,522	4.3%	\$25.50	0.82
Management Occupations	6,487	4.2%	\$38.92	0.75
Healthcare Support Occupations	5,669	3.7%	\$12.29	1.36
Construction and Extraction Occupations	5,185	3.4%	\$16.39	0.74
Installation, Maintenance, and Repair Occupations	5,140	3.4%	\$17.70	0.86
Personal Care and Service Occupations	5,055	3.3%	\$10.65	0.77
Production Occupations	3,989	2.6%	\$14.88	0.44
Protective Service Occupations	3,765	2.5%	\$16.83	1.10
Computer and Mathematical Occupations	3,532	2.3%	\$27.54	0.80
Community and Social Service Occupations	2,766	1.8%	\$19.29	1.09
Arts, Design, Entertainment, Sports, and Media Occupations	2,253	1.5%	\$18.57	0.80
Life, Physical, and Social Science Occupations	1,950	1.3%	\$24.83	1.55
Architecture and Engineering Occupations	1,912	1.2%	\$29.45	0.74
Legal Occupations	1,113	0.7%	\$28.18	0.88
Farming, Fishing, and Forestry Occupations	1,054	0.7%	\$9.94	0.92
Military-only occupations	301	0.2%	\$17.68	0.32

### TOP OCCUPATION BY EMPLOYMENT

A closer look at the top occupations in the CS NCFL region are displayed in the table below at the 5-digit SOC level. The top occupations for the region include Postsecondary Teachers (8,471 jobs); Registered Nurses (5,834 jobs); Combined Food Preparation and Serving Workers, Including Fast Food (4,741 jobs); and Retail Salespersons (4,075 jobs). Over the last five years, nearly all of the region's top occupations experienced positive job growth, with the exception of Bookkeeping, Accounting, and Auditing Clerks, which experienced a 1% decline. Future projections indicate positive growth for all occupations aside from Secretaries and Administrative Assistance, Except Legal, Medical, and Executive, which is projected to experienced very little decline.

The greatest number of annual openings (921) was experienced by Combined Food Preparation and Serving Workers, Including Fast Food followed by Waiters and Waitresses (627). Though these occupations offer the greatest number of opportunities for employment, they are also associated with lower median hourly earnings which limits economic growth by the labor force in

the region. Median hourly earnings for the CS NCFL region range from \$9.30 for Combined Food Preparation and Serving Workers, Including Fast Food to \$31.02 for Registered Nurses, a difference of \$21.72.

Occupation	2018 Emp.	% Change 2013- 2018	% Change 2018- 2023	Median Hourly Earnings	Annual Openings
Postsecondary Teachers	8,471	18%	10%	\$17.45	865
Registered Nurses	5,834	18%	8%	\$31.02	445
Combined Food Preparation and Serving Workers, Including Fast Food	4,741	16%	6%	\$9.30	921
Retail Salespersons	4,075	5%	4%	\$10.18	609
Cashiers	3,945	12%	2%	\$9.29	775
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	3,694	14%	9%	\$10.59	586
Office Clerks, General	3,606	6%	3%	\$14.30	453
Waiters and Waitresses	3,113	12%	5%	\$9.71	627
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	2,720	4%	(0%)	\$14.68	331
Customer Service Representatives	2,687	31%	5%	\$13.17	421
Nursing Assistants	2,102	4%	5%	\$11.90	252
Maids and Housekeeping Cleaners	1,656	0%	4%	\$10.98	245
Bookkeeping, Accounting, and Auditing Clerks	1,642	(1%)	1%	\$17.15	191
Stock Clerks and Order Fillers	1,632	20%	6%	\$11.27	241
Laborers and Freight, Stock, and Material Movers, Hand	1,603	22%	8%	\$11.11	256
Cooks, Restaurant	1,508	26%	7%	\$11.28	247
Maintenance and Repair Workers, General	1,456	13%	6%	\$15.95	166
First-Line Supervisors of Retail Sales Workers	1,431	6%	4%	\$18.42	163
First-Line Supervisors of Office and Administrative Support Workers	1,372	8%	3%	\$23.48	148
Landscaping and Groundskeeping Workers	1,335	9%	7%	\$11.36	192

B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

The Greater Gainesville Chamber and North Florida Regional Chamber of Commerce have been CareerSource NCFL contracted business services providers since 2006. The Board recognizes that Chambers of Commerce are better positioned and have better knowledge and skills to serve business needs than any other organization in

our community. Chambers of Commerce have the "ear" of the business community and can be a liaison between employers and the Board.

The Chambers collect data through regular Chamber and Community events, company presentations, and recruitment events. These activities allow the Chamber to verify employment needs of employers. Recently, the Greater Gainesville Chamber worked with the North Central Florida chapter of the Society of Human Resource Managers to hose their regional conference and learn about employment needs. Additionally the Chambers are hosting a yearly "State of the Workforce" summit in conjunction with an annual State of the Workforce Report that provides data and analysis of the talent landscape of the region. The report commissioned by the Board will include and annual summary of CS NCFL activities, an updated scorecard, resource allocation details, and labor market intelligence, including growing and emerging industries, occupational demand, skills gaps, demographic information, training/skills attainment, etc. that are supported by both qualitative and quantitative data.

Additionally, the strategic planning process included three focus groups comprised of business with a purpose of gaining an assessment of workforce needs in Alachua and Bradford counties. The participants thought that there is a lack of low and middle-skilled talent; the middle-skilled talent refers to workers that require more than a high school diploma. Participants would like more education and to explore other avenues in order for the workforce to become knowledgeable of soft skills such as: attitude, professional communication, listening skills, problem-solving skills, mechanical Skills, and basic Mathematics and English skills. Multiple participants were fond of increasing work-based learning programming such as internships and apprenticeships. Participants would like support of vulnerable groups in the community, particularly low-income individuals, and assistance with supportive services.

The strategic planning process also included a survey for business and industry. Survey respondents identified some of the most significant talent or workforce development challenges facing business growth today. The responses were reviewed and organized into common themes. The most significant challenges identified by respondents was an abundance of unqualified workers in the region and lack of soft skills. Soft skills that were identified included punctuality, work ethic, workplace communication, teamwork, positive attitude, and strong motivation.

The first goal of CareerSource NCFL's strategic plan is to cultivate a workforce that meets the needs of businesses today and the future. The strategies to accomplish the goal are 1) Institute a Board-level culture of data-driven policymaking and 2) Decrease the skills gap in targeted industries.

CareerSource NCFL has used data from the CEO and local and state labor market information to identify our targeted sectors which are:

- Logistics
- Advanced Manufacturing
- Construction
- Healthcare
- Technology
- Leisure and Hospitality

(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

In a survey of employers from the strategic planning process, the participating employers identified the most significant talent or workforce challenges as an abundance of unqualified workers in the region and lack of soft skills. Advanced Manufacturing had the greatest number of respondents identify unqualified workers as their most significant challenge compared to Leisure and Hospitality which had the greatest number of respondents identify soft skills as the most significant challenge. Advanced Manufacturing was also one of the few industries that did not cite retention or recruitment as a challenge. Healthcare had the widest ranging responses, including leadership, unqualified workers, lack of experienced workers, unrealistic expectations, healthcare, retention, and recruitment.

Employers state that they need workers who possess basic employability and soft skills combined with strong technical skills. Many employers state that they are unable to find workers that meet their needs. CS CNF offers a team of business services executives with services including custom recruitment events, job fairs, assessments, on-the-job training, work experience programs, incumbent training, and other training grants.

The following table shows the academic and technical competencies for the four industry sectors:

Industry Sector	Academic Competencies	Industry Wide Technical Competencies
Advanced Manufacturing	Science Basic computer skills Mathematics Reading Writing Communication – Listening & Speaking Critical & Analytic Thinking Information Literacy	Manufacturing Process Design & Development Production Maintenance Installation & Repair Supply Chain Logistics Quality Assurance/Continuous Improvement Sustainable & Green Manufacturing Health, Safety, Security & Environment
Information Technology	Reading Writing Mathematics Science Communication Critical & Analytical Thinking Fundamental IT User Skills	Principles of Information Technology Databases and Applications Networks, Telecom, Wireless & Mobility Software Development & Management User & Customer Support Digital Digital Media and Visualization Compliance Risk Management, Security, and Information Assurance

Healthcare	Reading Writing Mathematics Science & Technology Communication – Listening & Speaking Critical & Analytical Thinking Basic Computer Skills Information Literacy	Health Industry Fundamentals Healthcare Delivery Health Information Health Industry Ethics Laws & Regulations Safety Systems
Logistics	Communication – Visual & Verbal Reading Locating & Using Information Writing STEM Critical & Analytical Thinking Information Technology Fundamentals	Industry Fundamentals Design & Development Operations & Management Maintenance & Repair Technology Applications Regulations Safety & Security
Leisure and Hospitality	Reading for Information Business Writing Math Basic Computer Skills Communication Skills Locating and Using Information	Sales Customer Services Merchandising/Retailing Operations Human Resources

(3) Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

### **POPULATION**

The total population of the CS NCFL region in 2018 was 296,995, an increase of more than 23,000 from five years prior. Nearly every age cohort experienced growth over the last five years with the exception of those between the ages of 35-54, which experienced a 3% decrease. Individuals over the age of 65 experienced the greatest percentage increase since 2008 (47%) followed by those 55-64 years of age (15%).

Projections into the next five years indicate a growing population for the CS NCFL region. Individuals between the ages of 55-64 is the only population cohort projected to experience a decline whereas those over the age of 65 are projected to experience the greatest increase. Additionally, projected population growth by individuals 20-54 is positive news for the region as these individuals tend to make up a considerate portion of the labor force.

Age	2008 Population	2018 Population	Change 2008-2018	% Change 2008-2018	Projected Chan 2018-2023	ge
Under 5	14,595	15,806	1,211	8%	290	2%
5-19	52,449	54,033	1,584	3%	2,741	5%

20-34	84,566	89,017	4,451	5%	972	1%
35-54	64,582	62,628	(1,954)	(3%)	2,955	5%
55-64	28,539	32,795	4,256	15%	(2,048)	(6%)
Over 65	29,084	42,715	13,631	47%	7,545	18%
Total	273,812	296,995	23,183	8%	12,455	4%

### **EDUCATIONAL ATTAINMENT**

Alachua and Bradford counties have residents with a variety of educational attainment. In Alachua County, 22% of individuals graduated have a High School Diploma compared to 35% in Bradford County. In the CS NCFL region, 18% of residents have some college experience and 10% have an Associate's Degree. The Florida and national averages for those with some college experience is 20% and 21%, respectively, indicating close parallels by the CS NCFL counties to state and national standards.

Alachua County has a high percentage of residents with Bachelor's Degrees (21%) and a Graduate Degree and Higher due in part to the location of the University of Florida in the county. Bradford County residents with a Bachelor's Degree and a Graduate Degree or Higher is lower in comparison.

Education Level	2018 Alachua County Percent	2018 Bradford County Percent	2018 CS NCFL Percent	2018 Florida Percent	2018 US Percent
Less Than 9th Grade	3%	7%	4%	6%	7%
9th Grade to 12th Grade	5%	17%	6%	7%	7%
High School Diploma	22%	35%	23%	29%	28%
Some College	18%	21%	18%	20%	21%
Associate's Degree	10%	10%	10%	9%	8%
Bachelor's Degree	21%	7%	19%	17%	19%
Graduate Degree and Higher	20%	4%	19%	10%	11%

### LABOR FORCE

Labor force statistics include both the employed and the unemployed, excluding only those who have stopped looking for work (discouraged workers) and those who are voluntarily not in the labor force. In November 2019, 150,917 individuals participated in the CS NCFL region labor force, of these, 147,101 were employed and 3,816 were unemployed. As of November 2019, the unemployment rate for the region was 2.5%.

(4) Please provide an analysis of the workforce development activities (including education and training) in the local area, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the local area (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).

The workforce development activities in the local area provide services to all programs, including WIOA Adult, Dislocated Worker and Youth; Trade Adjustment Assistance (TAA); Wagner Peyser; SNAP; and Welfare Transition program to assist all workers to obtain

employment and self-sufficiency through an individualized mix of career and training- related activities and work experience.

### **Basic Career Services**

Career services are available to all individuals through the local One-Stop service delivery system and will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

- Determinations of whether the individuals are eligible to receive assistance;
- Outreach, intake (which may include Worker Profiling and Reemployment Services systems of unemployment insurance (UI) claimants), and orientation to the information and other services available through the one-stop service delivery system;
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs:
- Labor exchange services including:
  - Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment;
- Provision of referrals to and coordination of activities with other programs and services;
- Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in –demand;
- Provision of performance information and program cost information on eligible providers of training services;
- Provision of how the local area is performing, the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area;
- Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;
- Provision of information and assistance regarding filing claims for unemployment compensation; and
- Assistance in establishing financial aid eligibility.

### Individualized Career Services

- Comprehensive and specialized assessments including diagnostic testing and indepth interviewing to identify employment barriers;
- Development of an individual employment plan;
- Group counseling and/or individual counseling:
- Career planning;
- Short-term pre-vocational services;
- Internships and work experience linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out of area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

### Follow-up Services

 Follow-up services, including counseling regarding the workplace for participants in workforce investment activities that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate. CS NCFL has been recognized both nationally and locally for their achievements in workforce development. Building off these successes, the Board continues to be the regional catalyst for advancement of the talent ecosystem. With the everchanging demands of the local workforce and economy, the Board monitors trends and future opportunities to ensure the work of CS NCFL remains relevant and impactful in the community. Each year, CSNCF provides nearly 20,000 residents in Alachua and Bradford counties the hands-on guidance, tools, and resources they need to go from finding a job to creating their next opportunity. We have a 96% jobseeker satisfaction rate. Our primary job is to match jobseekers (workers) with employers with job vacancies. Often this is a difficult job and CareerSource NCFL works with employers to build workers to meet the needs of the job.

Business and industry are the primary customer of the workforce development system. The Board's focus is to seek to understand and anticipate the needs of business, and make strategic decisions and craft polices that will generate a skilled pipeline of qualified talent. Employer needs are identified through targeted sector outreach by business services representatives, surveys, focus groups and team meetings continues to identify jobseekers with greater skills to meet the continuing growth of new technologies. Each year nearly 1000 employers in Alachua and Bradford counties come to CareerSource NCFL to recruit candidates and grow businesses. Staff work with employers to carefully vet, train, and refine candidates. We have a 93% customer satisfaction rating.

CareerSource NCFL offers a wide range of training options for our customers, funded through WIOA formula dollars and special grants received from the Department of Labor and State of Florida. Traditional classroom occupational training is mostly used for our WIOA participants in need of training to gain self-sufficiency. However, many individuals also benefit from work experience, internships and experienced based training. Our employer customers are interested in on-the-job training and internships to train their own employees in skills that the individual business needs. They are also interested in incumbent worker training to upskill their current, proven employees in the newest technologies. Additionally CareerSource NCFL is increasing registered apprenticeships in non-traditional apprenticeship occupations such as information technology.

CareerSource NCFL utilizes monitoring, monthly management reports, Employ Florida Marketplace reports and predictive reports, and surveys to assess services including results and customer satisfaction.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)). In addition to the career services listed above, CareerSource NCFL may provide the following training services to eligible Adults and Dislocated Workers, based on availability of funding. Training services are provided to equip individuals to enter the workforce and retain employment. Additionally the training programs will be lined to employment opportunities in demand in the local area.

### Training Services

Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training:
- On-the-job training;

- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with training services above;
- Adult education and literacy activities, including English language acquisition and integrated education and training programs; and
- Customized training.

WIOA and Special Projects eligible participants may receive training if they are unlikely or unable to obtain or retain self-sufficient employment or self-employment. Services provided by DWFS include: Training Coordination, Credential and Measurable Skills Gains Tracking; Training-Related Job Placement; Training Follow-Up Services; and Quality Case Notes.

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)). Services to youth are integrated with services offered through the One Stop system in order to maximize the use of all resources. Youth age 18 to 24 may be co-enrolled in other programs such as WIOA Adult, Dislocated Worker, or Special Programs if services provided under those programs are appropriate. The priority is to connect youth to local employers and provide mutually beneficial matches leading to job placements and work-based training. Inclusion and integration of youth and career services occurs as frequently as possible with a focus on avoiding redundancy in service delivery. Youth services provided by DWFS include the following: outreach and recruitment; one stop orientation; eligibility determination; objective assessment; development of service strategies; career development; work-based learning; support services; program outcomes; follow-up services; and quality case notes.

Partnerships with employers, parents, schools, and community/faith-based organizations plays a key role in service delivery. CareerSource NCFL utilizes partnerships to expand relationships throughout the community and attract more you in need of career center services. Staff regularly participate in community events, present to associations, and provide orientations at various community locations.

CareerSource NCFL works closely with the local community college and Chambers of Commerce to identify and develop training opportunities that are in line with Alachua and Bradford County labor market needs. Training in customer service, maintenance, retail sale and entrepreneurship are offered to all youth participants. Youth participate in occupational training and job shadowing to ensure an adequate translation of skill sets.

The youth program partners with multiple community agencies that work with out- of-school youth. In most instances we work to co-enroll participants so that we may offer layered services to ensure participant success. In addition, staff works with business services to disseminate information at area workforce events—such as job fairs.

The youth program is also a close partner with the area community college and housing authority. The year round youth program works with out of school youth to ensure retention

by offering work experiences and training opportunities to expose the participant to local employment and education opportunities.

To serve youth most at-risk, including those with disabilities, those who have aged out of foster care, youthful offenders, out-of-school youth, and those who are basic skills deficient, CareerSource NCFL has developed a comprehensive partnership with area agencies to identify the needs and resources available to this population. These partnerships include educators, employers, human services agencies such as juvenile justice, youth with disabilities and local law enforcement agencies, and organizations that have experience relating to youth activities; the Job Corps, the chambers of commerce, trade associations; and economic development entities, public and private educational institutions (including Alachua and Bradford County Public Schools and Santa Fe College); community-based organizations; organized labor; the area's local elected officials; and state agencies, including Department of Children and Families and the Department of Juvenile Justice. The youth services program provides assessment services for this targeted population to identify what services can be provided by the workforce system, and any additional and complementary services that can be provided by partner agencies. CareerSource NCFL provides the targeted youth with referrals to the additional services.

Additionally, DWFS regularly completes management reports to assess the services provided. For example, with youth services, CareerSource NCFL utilizes Employ Florida Marketplace reports and predictive reports to look at in-school youth caseload, measurable skills gains, education and employment rates, and credential attainment rates.

### WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Describe the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)). The vision of CareerSource North Central Florida is "A world class workforce that fuels and attracts business in the global economy". Its mission is "CareerSource North Central Florida is a strategic hub of partners that provides advocacy and invests resources to spur economic growth through talent development."

Following are the strategic goals and strategies of CareerSource NCFL Board:

GOAL 1: Cultivate a workforce that meets the needs of businesses today and in the future.

Strategy 1.1: Institute a Board-level culture of data-driven policymaking.

Strategy 1.2: Decrease the skills gap in targeted industries.

GOAL 2: Become a nationally recognized leader on collaboration among regional economic and workforce development partners.

Strategy 2.1: Convene and engage all economic and workforce development system partners regularly.

Strategy 2.2: Position all partners to be ambassadors of the system by implementing consistent messaging and advocacy agenda.

GOAL 3: Excel among workforce systems in accessibility and customer service.

Strategy 3.1: Increase access to skill development and employment opportunities among targeted populations.

Strategy 3.2: Establish a culture of continuous improvement to enhance the customer experience.

(2) Describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

CareerSource NCFL's mission is to be a strategic hub of partners that provides advocacy and invests resources to spur economic growth through talent development with a goal of becoming a nationally recognized leader on collaboration among regional economic and workforce development partners. To accomplish this goal, CS NCFL regularly convenes and engages all economic and workforce development partners as well as position all partners to be ambassadors of the system by implementing consistent messaging and advocacy agenda. The regular partner convening meetings share information on how each agency/organization can work together to coordinate services and reduce duplication of services while providing better, streamlined services to our customers. An essential component for the Board is to position itself as the centralized hub for regional workforce development activities though the convening of these partners, consistent messaging, and creating a network of ambassadors that disseminate consistent information and advocate for the workforce development needs of the community. This network of ambassadors helps to create a vibrant talent ecosystem where businesses are served efficiently and are able to access the resources available to them through a customer friendly environment. The centralized hub allows the Board and partners to maintain a proactive, coordinated approach that can adjust to the changing needs of customers.

CareerSource NCFL also meets regularly with our business consumers and our economic development collaboratives to ensure that the workforce strategy is consistent with the needs of the business community. The Board's focus is to seek to understand and anticipate the needs of business, and make strategic decisions and craft polices that will generate a skilled pipeline of qualified talent.

(3) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

As part of our plan, in accordance with WIOA 108(b)(18), CareerSource NCFL will continue its practices and processes that have, to date, resulted in a high-performing board that is business-led, market-responsive, results oriented and integrated with other workforce development system partners. CareerSource NCFL has been recognized both nationally and locally for their achievements in workforce development. Our performance to date in our negotiated standards demonstrates CareerSource NCFL's commitment to maintaining these high standards. We will continue to build off our successes and be a regional catalyst for advancement of the talent ecosystem.

The design of the CareerSource NCFL system has multiple providers working together to meet high standards. Each provider's contract has performance standards built in that incentivize the provider to meet the regional standards. Monthly review of performance is conducted and reviewed with the Board committees. Quarterly performance improvement plans are developed for any standards that do not meet contract and negotiated goals. The Board monitors trends and future opportunities to ensure the work of CareerSource NCFL remains relevant and impactful in the community. In 2018, the Board initiated a process of

developing a strategic plan to take a refreshed look at its goals, initiatives, partnerships, and services and promote efforts that would continue raising the bar for the organization and aligning efforts with regional needs.

(4) Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

CareerSource NCFL has and will continue to work diligently to provide workforce services to target populations to enhance the ability of individuals to become employed. One of our strategic plan goals is to excel among workforce systems in accessibility and customer service. With a strategy of increasing access to skill development and employment opportunities among targeted populations. CareerSource NCFL ensures that priority for receipt of career services is given to individuals with disabilities, veterans, older workers, recipients of public assistance (including food stamps, subsidized housing, Medicaid, etc.) ex-offenders, those who are basic skills deficient, homeless, unemployed, employed, and other economically disadvantaged individuals. Through special grant programs and partnerships, CareerSource NCFL strives to provide viable opportunities for individuals of targeted populations to enter the workforce.

CareerSource NCFL has an MOU in place with Vocational Rehabilitation and are looking into expanding more integrated services with VR, for example - to increase transition services and opportunities to youth with disabilities. Vocational Rehabilitation is co- located partial days in the Starke Career Center and is working towards co-location at the Gainesville center.

Additionally, CareerSource NCFL has a reasonable accommodations policy to address the requirements of Section 188. The objective is to ensure that universal access is a reality for all persons interested in participating in programs, projects, and activities through CareerSource NCFL. The policy states that "with regard to aid, benefits, services, and training, CareerSource NCFL will provide reasonable accommodations to qualified individuals with disabilities". This includes the adoption of effective communication strategies for applicants, participants, and the general public with a wide range of physical, perceptual, communication and cognitive abilities.

**(5)** Describe the process used to develop your area's vision and goals, including a description of participants in the process.

The CareerSource NCFL Board hired Thomas P. Miller & Associates (TPMA) to facilitate a thorough strategic planning process to engage and gather input from a variety of stakeholders. The strategic planning process included a kickoff meeting, focus groups, surveys, and strategic planning sessions. The planning process started with a kick-off meeting with board members that included: discussion about the current workforce development landscape; review of current mission, vision, goals and priorities; and conversation on external factors and partnerships.

TPMA conducted three focus groups (one in Bradford County and two in Alachua County) and four individual interviews. In total 31 individuals participated in the focus groups and represented various industries in the business community, the Chamber of Commerce, Gainesville Housing Authority, and the University of Florida. The focus groups accomplished several things including: gaining an assessment of workforce needs in both Alachua and Bradford counties; community engagement in the workforce; community and business participation with CS NCFL; understanding of the Board and CS NCFL priorities; and what should be taken into consideration for the future strategic plan. Surveys were distributed to

business and industry representatives, jobseekers, and community partners. A total of 63 respondents completed the business and industry survey, 193 respondents for the jobseeker survey, and 40 respondents completed the partner survey. The partners represented economic development, education, community-based organization, chamber of commerce, and government.

Following the focus groups and surveys, TPMA facilitated a strategic planning session with the board. The session included the presentation of primary themes from the focus groups and surveys, a facilitated discussion about the Board's vision, goals, and priorities. The strategic planning process informed CS NCFL strategic plan and this local plan.

- (6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)). CareerSource NCFL's goals were designed to promote excellence and continuous improvement to ensure positive outcomes for our customers and partners. In particular, this strategic plan was created with a focus on flexibility and adaptability to ensure that CS NCFL can be proactive and adjust to changes in the economy and the labor market as they occur. We believe that our strategies and goals will ultimately lead to achievement of the federal performance measures that have been negotiated with the Department of Economic Opportunity for WIOA indicators for multiple populations.
- (7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b)(17)).

The PY 2018 Performance Targets for Workforce Local Area 9 are as follows:

Performance Measures				
Adults:	PY 2018 Performance Targets			
Employment 2 <sup>nd</sup> Quarter After Exit	85.0%			
Employment 4th Quarter After Exit	82.5%			
Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$7,700			
Credential Attainment within 4th Quarter After Exit	79.0%			
Dislocated Workers				
Employment 2 <sup>nd</sup> Quarter After Exit	75.0%			
Employment 4th Quarter After Exit	72.0%			
Median Wage 2 <sup>nd</sup> Quarter After Exit	\$8,300			
Credential Attainment within 4th Quarter After Exit	75.0%			
Youth				
Education and Employment Rate 2 <sup>nd</sup> Quarter After Exit	75.0%			
Education and Employment Rate 4th Quarter After Exit	69.0%			
Credential Attainment within 4th Quarter After Exit	75.2%			
Wagner-Peyser				
Employment 2 <sup>nd</sup> Quarter After Exit	65.0%			
Employment 4 <sup>th</sup> Quarter After Exit	63.0%			

Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$4,850		

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).

CareerSource NCFL uses a variety of methods to measure performance and effectiveness of all contracted service providers. Measuring performance and effectiveness are important to the Board and are part of the strategic plan with strategies tied to instituting an Board-level culture of data-driven policymaking as well as establishing a culture of continuous improvement to enhance the customer experience.

Each contract has performance measures identified that have a funding penalty if not met. Each major program operated by the one-stop delivery system is included. These measures align closely with the annual strategic goals established by the CareerSource NCFL Board. We also use the Monthly Management Report as a tool to assist us in meeting state guidelines and the common measures.

The CareerSource NCFL Strategy Committee reviews all performance and programmatic monitoring and approves all performance improvement plans submitted by service providers. Follow-up is routinely conducted to ensure that all performance has been effective in reducing errors.

The contracts of the service providers contain requirements for measuring performance and effectiveness. Service provider contractors train staff and develop individual performance metrics for each staff person that align with the approved procedures, performance, and compliance goals defined in contracts. The service provider contractors enter all data in Employ Florida Marketplace, OSST, and any other state, local, or internal Management Information System required to track employer and job seeker data. The ATLAS for Workforce system is utilized to scan, store, and documents records and activities for all job seekers receiving workforce services. The service provider contract contains career services performance award measures for WIOA, Special Grants, and Opportunity Quest with specific deliverables, annual goals, quarterly goals, measurement processes, and tools for verification.

(9) Describe the definition of "self-sufficiency" used by your local area (WIOA §108(b)(1)). The local definition of economic self-sufficiency for employed workers is defined as 250% of the federal poverty level adjusted for family size at the time of first service. For an employed individual who is served with WIOA Dislocated Worker funds, self-sufficiency is defined as income of not less than 80% of the earnings prior to job separation.

The self-sufficiency level for Welfare Transition Program participants is defined as 200% of the federal poverty level.

# COORDINATION OF SERVICES

(1) Coordination of Programs/Partners: Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, Temporary Assistance for Needy Families (TANF) and Adult Education and

Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers.

The One-Stop Operator coordinates service delivery between service providers, contracted vendors and community and one-stop partners. Specifically, this includes ongoing coordination by actively participating in all Career Center system leadership meetings and other forums that address operational issues and promotes increased effectiveness, integration, and efficiency. The one-stop operator has daily communications and coordination with other provider and vendor staff to facilitate the alignment of job seeker and business services.

An understanding of what each agency partner brings to the local area is essential in ensuring that there is no duplication of services. Ongoing meetings with agency stakeholders will be held to continue to explore ways in which the local workforce system can meet the needs of the community while reducing redundancy of service. CareerSource NCFL regularly meets with regional partners (Vocational Rehabilitation, Adult Education, DCF) and career center staff. These groups meet to discuss the coordination of individualized career services to prevent duplication and improve services to customers. During these meetings, partners gave overviews of the services they offer and provided program updates. Representatives of each of the agencies are members of the CareerSource NCFL Board and are present at meetings to provide information on services available.

- Services provided to the universal customer at the CareerSource NCFL centers through our contracted one-stop operator and career services provider includes:
- Labor exchange services by Wagner-Peyser staff
- Trade Adjustment Assistance programs
- Veteran's employment programs
- Welfare Transition Programs
- RESEA
- WIOA Adult, Dislocated Worker and Youth programs
- SNAP employment and training program

In the case of mass job dislocation at a local employer, CareerSource NCFL has established rapid response activities that are designed to respond quickly to employer, worker, and community needs when a mass layoff or plant closure appears imminent. CareerSource NCFL operates under the appropriate State and Federal guidelines and has no local operating procedures for rapid response activities other than those outlined here.

CareerSource NCFL first seeks to avert layoffs, when possible, while maintaining the capacity to return workers to productive employment as quickly as possible if the layoff is unavoidable. The objectives of rapid response are reemployment on or before the affected worker's last day of employment and, upon notification of layoff, the successful transition of dislocated workers to appropriate services (intensive or training services) to help facilitate a quick return to work.

In addition, rapid response is part of the comprehensive system of services to employers. The local Business Services team utilizes the team resources to match the skills of workers being laid off with the skills requirements of companies that are hiring. It is widely recognized that maintaining a positive relationship with an employer that is conducting a layoff creates opportunities to assist the company with future staffing needs. The rapid response team will hold informational meetings at affected employers to provide information on the services available through the local workforce system and community partners.

When mass layoffs occur where state level rapid response funding is needed, CareerSource NCFL will request funds to assist workers in need.

(2) Coordination with Economic Development Activities: Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the local area (or planning region) in which the local area is located and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

CareerSource NCFL has a strategic plan goal of becoming a nationally recognized leader on collaboration among regional economic and workforce development partners. Our supporting strategies include convening and engaging all economic and workforce development system partners regularly and positions all partners to be ambassadors of the system by implementing consistent messaging and advocacy agenda. Additionally, we partner with the Gainesville Area Chamber of Commerce (GACC) and the North Florida Regional Chamber of Commerce (NFRCC) to provide outreach and recruitment to our business partners. The GACC is the designated economic development entity for the Greater Gainesville region. With a focus on creating jobs and strengthening our economy, the Economic Development Council and its staff assist businesses by facilitating startup, expansion, and attraction in the region. The Chamber representatives understand the varied employment needs of area businesses, the needs of businesses considering a move to the area, participate in local economic development activities to expand the area's economic growth potential. Through coordinating activities, we will identify future trends in employer needs and shifts in the local economic development priorities and develop plans to assist employers in their hiring needs and retention, matching those employers to resources. Each Chamber is responsible for economic development activities including the creation of new businesses.

CareerSource NCFL supports entrepreneurial training and microenterprise services. CareerSource NCFL currently has a Strengthening Working Families Initiative grant that will fund entrepreneurial training for the low- to middle-skilled individuals who are interested in gaining self-employment skills. Opportunity Quest is an entrepreneurial training program focused on assisting Welfare Transition participants with developing home-based and small businesses to increase their self-sufficiency and reduce their reliance on public subsidies. CareerSource NCFL initiated a self-employment portal in our comprehensive one-stop centers. This project will include providing workshops on how to use the Internet to find and get business using some of the many self-employment websites available for the self-employed and small businesses.

(3) Coordination of Education and Workforce Investment Activities: Describe how the local board coordinates education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)). Additionally, CareerSource NCFL has strong relationships with the School Boards of Alachua and Bradford County as well as institutions of higher education. CareerSource NCFL has Memoranda of Understanding with North Florida Technical College and Santa Fe College that define the services that each will provide without duplicating services.

CareerSource NCFL regularly meets with stakeholders at the secondary and post-secondary school levels to discuss emerging programs, program needs, educational needs, and other mutual service delivery concerns. CareerSource NCFL refers youth and adults needing assistance with adult education, training, remedial education and GED to the respective

institutions and departments. CareerSource NCFL also receives referrals from these institutions. These collaborative activities will be solidified in jointly-signed memorandums of understanding either at the state or local level.

(4) Coordination of Transportation and Other Supportive Services: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

CareerSource NCFL has policies in place to provide transportation and other supportive services to eligible participants. Each of the primary funding sources administered by CareerSource NCFL has its own definitions and parameters associated with the provision of support services. It is the intent of CareerSource NCFL to interpret the diversity of each program broadly in an effort to ensure needed services are available to customers to reduce barriers to program participation and employment. Support services are viewed individually and creatively to enable customers to participate in education and training activities identified in his/her employment plan. Support services expenditures should be based on careful consideration of the workforce region's funding limitations and the availability of other community resources, to leverage limited program resources to the greatest extent possible.

Due to limited funding the majority of support services provided are transportation services in the form of gas cards, bus passes for Alachua County's Regional Transit Authority and a contract with Communities in Schools of Bradford County (CISTO) to provide transportation to low-income individuals in Bradford County to ensure that they are able to get to work. CareerSource NCFL is in the process of phasing out the gas cards and moving to a system of reloadable debit cards.

Support services include, but are not limited to:

- Transportation including mileage reimbursement, gas cards or vouchers, taxi fare, and bus passes;
- Clothing, footwear, and personal appearance/hygiene products for adequate presentation at job interviews or work;
- Housing assistance to stabilize the household including security deposits, rent, mortgage payments, and utilities;
- Vehicle repair, replacement, and acquisition;
- Driver and vehicle licensing and personal liability insurance, and
- Specialized assistance not otherwise specifically listed that is required to participate in program services or to accept or retain employment.
- (5) Coordination of Wagner-Peyser Services: Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).
  - CareerSource NCFL, in accordance with WIOA 108(b)(12) plans for Wagner-Peyser services ass a labor exchange program that brings together individuals who are seeking employment and employers who are seeking employees. Self-services are available to all workers and employers. Services may be accessed from computers in the CareerSource NCFL resource room.

The Wagner-Peyser Program provides for a no-cost nationwide public employment system that is fully integrated with all other one-stop partners to provide critical employment and training programs mandated through the Workforce Innovation and Opportunity Act. The main focus of the Wagner-Peyser system is to promote employment services and training opportunities that are needed by both employers and workers by facilitating the match between employers to fill vacancies and workers in finding appropriate employment.

Services to Florida Region 9 employers and workers include interviewing and assessment, job development, recruitment, provision of occupational and labor market information, and referrals to the jobs and training; as well as other services relating to preparing people for employment and training opportunities. A continuum of services, ranging from self-service to individualized services, is available to meet the needs of job applicants. Specific services include intake and assessment, job development, job search, workshops, career management and referral to jobs. Applicants who are not considered job ready can be referred to other partner agencies for appropriate training and assistance, or counseling for problems related to vocational choices, occupational changes or job adjustment. Proficiency and aptitude testing are available to job ready applicants, as well as for those who need further employment preparation.

Employ Florida uses a variety of techniques to ensure that employers who are in need of workers have access to a wide variety of qualified applicants. The techniques range from the traditional manual job order taking and matching process to direct online employer input and screening. Space is made available to employers to conduct interviews for perspective employees.

Employers also receive help in obtaining workers, filling jobs with special skills or other job requirements and applying personnel management tools, auxiliary services include comprehensive information on employment, unemployment and labor market information on local, state, regional and national levels.

CareerSource NCFL conducts job matching of qualified clients to open job orders. EFM job matching capabilities are used by staff to assure that employers and employees are connected. Contracts include shared performance measurable for all service providers that track both job openings filled and jobseekers placed. Emphasis is also placed on job fairs and community events that bring workers and employers together on a regular basis. Employers come to the One-Stop throughout each month to meet and interview employees referred by CareerSource NCFL. Training is provided to both jobseekers and employers on how to use the job matching capabilities within EmployFlorida.

(6) Coordination of Adult Education and Literacy: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II WIOA §108(b)(10).

Title II of the WIOA defines the purpose of adult education and literacy as assisting adults to 1) become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency; 2) to assist adults who are parents or family members to obtain the education and skills that a) are necessary to becoming full partners in the educational development of their children; and b) lead to sustainable improvements in the economic

opportunities for their family; 3) to assist adults in attaining a secondary school diploma; and 4) to assist in the improvement of English literacy.

CareerSource NCFL has a collaborative agreement with Santa Fe College Adult Education Program which administers the Adult Education and Family Literacy Adult General Education and Integrated English Literacy and Civics Education Grants. Through the partnership CareerSource NCFL sends a representative to the SF College Adult Education Sites to assist students in obtaining information and applying for appropriate workforce programs by meeting individually with students and providing workshops to students and staff.

SF Adult Education staff members advertise and share information with students on upcoming CareerSource NCFL upcoming visits, workshops, and services. Staff members will also assist students with EmployFlorida Marketplace registration so that CareerSource NCFL representatives are better able to assist students with job search efforts and ease transition into appropriate programs and services.

Additionally, CareerSource NCFL has strong relationships with the School Boards of Alachua and Bradford County with representative on our Board. CareerSource NCFL refers youth and adults needing assistance with adult education, remedial education and GED to the respective Adult Education departments. These collaborative activities will be solidified in jointly-signed memorandums of understanding either at the state or local level.

Coordination between Adult Education and Literacy and the workforce system will include the review of applications for providing adult education and literacy activities for demonstrated effectiveness prior to becoming an eligible provider.

(7) Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help individuals become self-sufficient.

CareerSource NCFL provides welfare transition services to applicant, mandatory and transitional TANF recipients. CareerSource NCFL also provides SNAP employment and training activities to Able Bodied Adults Without Dependents (ABAWD). The case management provided includes orientation, assessment, development and management of an Individual Responsibility Plan, and assignment to and supervision of countable work activities. Emphasis is placed on assisting participants to obtain and retain self-sufficient employment and providing individualized services leading to employment dependent on the initial and comprehensive assessments. Services to these individuals is closely aligned with the universal customer and other eligible individuals being served in our integrated one-stop career system with case managers working multiple funding stream caseloads (include WIOA).

CareerSource NCFL is also the recipient of a Strengthening Working Families Initiative grant, the Opportunity Quest program, from the Department of Labor. This grant specifically targets the TANF and low-income, low- and middle-skilled individuals served through our career centers. Opportunity Quest provides funding for comprehensive case management, occupational skills upgrading, on-the-job training and entrepreneurial/work readiness training to eligible custodial parents. The extra funding from this grant helps us provide a greater depth of services to the low-income individuals that we serve, with greater manpower and case management availability, including training dollars to reduce welfare dependency within our local area.

Additionally, CareerSource NCFL is working with partner local areas in developing a program that would reduce welfare dependency called Pay 4 Performance (P4P) which seeks to assist individuals reliant on public assistance to become more self-reliant and self-sufficient through redesigning work activities to pay recipients after they have performed them, thus mimicking real world activities.

(8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as crosstraining staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

CareerSource NCFL understands that individuals with disabilities face significant challenges to obtaining the education, skills, and training needed to obtain and retain employment.

CareerSource NCFL has been proactive in working closely with the following organizations to implement service strategies for all individuals seeking services within the region:

- AARP SCSEP Program
- Alachua County Coalition for the Homeless and Hungry
- Alachua County Housing Authority HUD
- Alachua County Library District
- Big Brothers/Big Sisters of Mid-Florida
- Bradford County Public Library
- Central Florida Community Action Agency
- Community Housing Partners, Inc.
- Communities in Schools of Bradford County transportation services
- Department of Children and Families SNAP and TANF eligibility
- Early Learning Coalition of Alachua County
- Gainesville Job Corps
- GRACE Marketplace housing assistance
- North Florida Technical College
- Partnership for Strong Families
- Putnam County Farmworker Career Development Program
- Santa Fe College Adult Education Program
- School Board of Bradford County
- Suwanee River Economic Council, Inc.
- United Way of North Central Florida
- University of Florida Career Resource Center
- Vocational Rehabilitation Services

CareerSource NCFL continues its efforts promoting and enabling entrepreneurship within our workforce region and across the state as an option for all workers, but especially for workers who have any type of work limitation.

The area director of the Division of Vocational Rehabilitation (DVR) is a member of our Board and has assigned staff to each of the CareerSource NCFL board committees. Additionally

DVR is co-located within our Starke office to provide services to workers with disabilities. We are currently working on a similar co-location plan for the Gainesville center

### DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)). In accordance with the local plan requirements at WIOA 108(b)(6), CareerSource NCFL provide a One-Stop system that utilizes all programs, including WIOA, TAA, Wagner Peyser, SNAP, and TANF to assist all workers to obtain employment and self-sufficiency through an individualized mix of career and training services.

### Career Services

Career services will be available to all individuals through the local One-Stop service delivery system and will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

- Determinations of whether the individuals are eligible to receive assistance;
- Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop service delivery system;
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- Labor exchange services including:
- Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment
- Appropriate recruitment and other business services on behalf of employers;
- Provision of referrals to and coordination of activities with other programs and services;
- Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in —demand;
- Provision of performance information and program cost information on eligible providers of training services:
- Provision of how the local area is performing, the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area:
- Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;
- Referral to supportive services;
- Provision of information regarding filing claims for unemployment compensation;
- Assistance in establishing financial aid eligibility;
- Services, if determined to be necessary for an individual to obtain or retain employment:
- Comprehensive and specialized assessments including diagnostic testing and in-depth interviewing to identify employment barriers;
- Development of an individual employment plan;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term pre-vocational services:

- Internships and work experience linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out of area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs;
- Follow-up services, including counseling regarding the workplace for participants in workforce investment activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate.

Career services are offered directly through the one-stop operator and career services provider.

### **Training Services**

Training activities are funded by normal WIOA and TANF formula funds as well as significant additional grants funded directly from DOLETA from both WIOA and H-1B funds. Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training;
- On-the-job training;
- Paid internships and work experience;
- Apprenticeships;
- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with training services above;
- Adult education and literacy activities, including English language acquisition and integrated education and training programs; and
- Customized training.
  - A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason. All of the required partners are included in the CareerSource NCFL one-stop delivery system. All of the WIOA mandatory program partners continue to be accessed through virtual or physical means. The one additional partner, TANF, has been a partner in the Florida system since integration of the Workforce Innovation Act of 2000. Services provided on site include Wagner-Peyser, WIOA Adult and Dislocated Worker, WIOA Youth, Supplemental Nutrition Assistance Program, Welfare Transition Program, Trade Adjustment Assistance, Veteran's services, Reemployment Assistance and other special programs.

The CareerSource NCFL Gainesville is an accessible location within downtown Gainesville, decreasing the physical distance for access to partners such as the Division of Vocational Rehabilitation. The previous location was located on the far south side of town, far removed from the areas of town housing those most needing services. Vocational Rehabilitation is in the Starke Career Center on a weekly basis

and is planning on being co-located within the Gainesville Center this upcoming year. The Senior Community Service Employment Program offers services within the career center.

- B. Identify any additional partners included in the local one-stop delivery system. CareerSource NCFL has a referral network with multiple community-based organizations to provide services within the one-stop system. The Supplemental Nutrition and Assistance Program is co-located within the current comprehensive one-stops.
- C. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners.

A copy of all executed MOUs is included in the plan attachments.

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

CareerSource NCFL employs a supply and demand system to serving the needs of both businesses and individual workers. CareerSource NCFL contracts with Chambers of Commerce to ensure seamless integration of business services provided by the LWDB to the business community. Business Services manages the demand side of the equation through outreach and recruitment with the local business community. Job orders obtained and entered into Employ Florida are assigned to career center staff for direct recruitment of candidates—the supply side of the equation. In addition to recruiting active caseloads, career center staff recruit for assigned job orders by conducting skill and resume searches in Employ Florida. When viable candidates are identified, referrals are made in Employ Florida and passed to Business Services for presentation to employers. Career Center staff are kept apprised of the specific needs of employers through ongoing communications with the Business Services team. Skill gaps are addressed through seeking out and securing training providers and programs that meet the needs of local employers.

The Gainesville Career Center has a designated Business Services suite where individual businesses may access jobseekers for interviewing and screening. Additionally there is a large event center where job fairs and other recruitment events are held. Job orders are gathered from participating employers and entered into Employ Florida so that jobseekers are aware of the jobs available.

A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

CareerSource NCFL ensures that individuals with disabilities have equal opportunity to access programs, benefits, and activities. Providers must provide individuals with disabilities the same opportunities to participate in programs, projects, and activities offered to individuals without disabilities. Individuals with

disabilities are served through the same channels as individuals without disabilities, while receiving reasonable accommodation, modifications, and auxiliary aids and services, as appropriate. This includes access to employment opportunities and all functions performed by CareerSource NCFL, including: registration for and provision of aid, benefits, services, training, support services and any right, privilege, advantage, or opportunity enjoyed by others.

Additionally, staff is trained to assist and can access professionals to provide sign language or other services needed to accommodate participants that will benefit from such assistance.

B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

Qualified individuals with disabilities will be given a meaningful opportunity to participate in and benefit from aid, benefits, services, or training, and support services in the most integrated setting appropriate. This includes the adoption of effective communication strategies for applicants, participants, and the general public with a wide range of physical, perceptual, communication, and cognitive abilities. The objective is to ensure that universal access is a reality for all persons interested in participating in programs, projects, and activities contracted through CareerSource North Central Florida, including persons with disabilities.

With regard to aid, benefits, services, and training, CareerSource NCFL will provide reasonable accommodations to qualified individuals with disabilities unless providing the accommodation would cause undue hardship. CareerSource NCFL will also make reasonable modifications in policies, practices, and procedures when the modifications are necessary to avoid discrimination on the basis of disability unless making the modifications would fundamentally alter the nature of the service, program, or activity. In those situations, the CareerSource NCFL service provider has the burden of proving contracted accommodation/modification would result in such undue hardship, and will work with the region's Equal Opportunity Officer for an alternative accommodation. The reasonableness of an accommodation will depend upon the circumstances of each case. Furthermore, where more than one possible reasonable accommodation exists, the local entity should give primary consideration to the individual's preference in determining what accommodation it will provide. Examples of reasonable accommodations include:

Providing or modifying equipment, devices or materials (e.g., raising a desk on boards for a person who uses a wheelchair, providing flashing lights and volume controls on intercoms and telephones, installing text telephones [TTYs], utilizing the Florida Relay Service (7-1-1), providing large-print computer display programs, or materials in alternative formats, including Braille, audio tape or enlarged print, etc.);

Providing qualified readers, interpreters, or other support services for all aspects of programs and activities including the application, interview, and testing processes, and during training and employment-related activities;

Making facilities physically accessible to and usable by people with disabilities (e.g., providing ramps, rest room grab bars, signage, etc.).

CareerSource NCFL prohibits discrimination in the provision of services on the basis of an individual's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age, or disability. In utilizing the Section 188 Disability Checklist as a foundation, CareerSource NCFL provides universal access to programs and activities such as:

- Ensuring Equal Opportunity
- Implementing Universal Access and Equal Opportunity through the following:
- Designation of Qualified Equal Opportunity Officer
- Notice and Communication
- Assurances
- Data and Information Collection, Analysis and Maintenance
- Monitoring For Compliance
- Complaint Processing Procedures
- Corrective Actions/Sanctions
- C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

CareerSource NCFL facilitates access to services through our website and one stop facilities located throughout the County. To the extent possible one-stops are strategically located to provide physical access to workers and employers. We have worked very closely with our one stop operator to develop online videos and forms for workers, program applicants/participants, and employers to access from external locations.

These on-line services include but are not limited to; program orientation, applications for training services, e-signature for forms required by law for participation, job search assistance videos, internship website, virtual job fairs, and basic job exchange activities through EFM.

Additionally, we have worked collaboratively with the county library system to train library staff how to assist job seekers register in EmployFlorida to do job search and connect with one-stop staff remotely as needed. Once participants are registered, the state Wagner-Peyser staff and one-stop operator collectively manage bulk email outreach efforts using tools that include pulling data through backend SQL calls to capture various groups of job-seekers and contacting them with Constant Contact like email tools that pull users into a call system to follow up with thousands of users that never set foot in the career centers. This allows staff to target for specific employer recruitment needs, target those newly on UC benefits that do not come in to the centers, those on cash benefits or other high-risk groups. These practices increase access by people in rural areas using very cost effective technology tools.

(3) Integration of Services: Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

CareerSource NCFL is continuing to implement improved, streamlined processes to better utilize technology in serving customers, including both jobseekers and employers. For

example, we offer web-based orientations, short informational videos, and online intake and assessments.

CareerSource NCFL uses an electronic records management system, ATLAS. ATLAS is an all in one web-based software solution developed specifically for the Workforce Development industry and includes features such as electronic document management, service tracking by swiping driver's licenses or logging in manually, and self-service document submission. Customers entering the career centers signs in through the ATLAS kiosk system located in the lobby, and is routed to the appropriate staff person or location based on the reason for his or her visit. The system is also used as a centralized database for programmatic records. Forms and all records are stored in this paperless environment for participants enrolled in case management programs such as WIOA, WTP, SNAP, RESEA, and other special projects. Extensive data reporting and variable information is now available to staff to increase data driven decision-making and trend analysis.

The quality of workforce development services is improved through the provision of consistent, integrated, and non-duplicative services across education, rehabilitation, economic and workforce activities and a focused communication strategy. CareerSource NCFL providers and partners infuse strategies so individuals with barriers to employment will be integrated and achieve successful competitive employment. Workforce delivery systems will work in concert to provide workers with the skills, work-based learning opportunities, resources, accommodations and supports needed through the systematic development of career pathways for in-demand industries. All jobseekers will have access to the occupational and training resources and skills needed to work to their fullest potential and to secure and maintain self-sustaining employment.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d)(2)(A)).

CareerSource NCFL has established procedures for the selection of vendors which follow a Board approved procurement policy which is attached to this plan. The procurement process begins with the development of funding priorities based upon both the local and state goals and strategic objectives. The CareerSource NCFL Board committees develop annual goals that lead to funding priorities. These priorities are the guiding principal for the development of procurement documents (generally Request for Proposals (RFP) or Invitation to Negotiate (ITN). The procurement specifications are issued and published on the CareerSource NCFL website. All responses are reviewed by technical consultants for responsiveness to the procurement document requirements. Only those responses that are deemed responsive will continue to move through the process. A series of evaluation materials are provided to the CareerSource NCFL Board review committee appointed for the specific procurement to aid them in an unbiased and efficient review process. The selection committee may use these rating and scoring materials or define their own processes. The Administrative Entity and other outside professionals review the method chosen for proposal scoring to assure proper compliance and procedures are in place, and are consistent with Board policy and legal requirements. The responses are then rated using a pre-established rating form by the Board review committee. The scores of the responses are recorded, with recommendations for funding presented to the committees and full Board.

The procurement process is a very important part of providing services to our community. While it is a time consuming process it is critical and needs to be done carefully and in complete compliance, openness, and equality for all respondents.

All proposals received, along with rating forms and other pertinent documentation will be maintained with the Administrative Entity for review by independent and government auditors or other interested parties.

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

Both comprehensive one-stop centers in Workforce Area 9 are physically and programmatically accessible to all customers, including individuals with disabilities. We utilize reasonable accommodations for persons with disabilities and utilize language interpretation for those who do not speak English or who are hearing impaired. Once state guidance has been finalized the one-stop system will be reviewed and analyzed for system improvements that exceed state guidelines.

Career center staff have been cross-trained in all programs managed by the career centers as well as referral networks for individuals seeking services not available through the one-stop system.

Individuals can access the CareerSource NCFL services virtually through our website and through the Employ Florida Marketplace.

#### DESCRIPTION OF PROGRAM SERVICES

(1) System Description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under <a href="The Strengthening Career and Technical Education for the 21st Century Act (Perkins V)">The Strengthening Career and Technical Education for the 21st Century Act (Perkins V)</a> (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

As CareerSource NCFL has documented throughout this plan, there are two comprehensive one-stop centers in the local area – one in Gainesville in Alachua County and one in Starke in Bradford County. These two cities are the population centers for each county.

Programs that are included in the local workforce system and directly provided by CareerSource NCFL service providers include:

- Wagner-Peyser
- Veterans Services
- WIOA Adult and Dislocated Worker
- WIOA Youth
- Temporary Assistance to Needy Families/Welfare Transition Program
- Trade Adjustment Assistance
- Reemployment Services and Eligibility Assessment (RESEA)
- Supplemental Nutrition Assistance Program (SNAP)
- Federal H-1B grant programming

Additional programs that are available through partner organizations:

Adult education and literacy

- Vocational Rehabilitation Services
- Senior Community Service Employment Program
- Housing and Urban Development employment and assistance programs
- Community Block grants
- (2) Sub-grants and Contracts: Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).

The procurement process for sub-grants begins with the development of funding priorities based upon both the local and state goals and strategic objectives. It follows a Board approved procurement policy which is attached to this plan. The CareerSource NCFL committees develop annual goals that lead to funding priorities. These priorities are the guiding principal for the procurement process and the development of Request for Proposals (RFP) or Invitations to Negotiate (ITN). RFPs or ITNs are issued and published on the <a href="https://www.careersourcencfl.com">www.careersourcencfl.com</a>.

All responses are reviewed by technical consultants for responsiveness to the RFP or ITN requirements. Only those responses that are deemed responsive will continue to move through the process. A series of evaluation materials are provided to the CareerSource NCFL Board review committee appointed for the specific procurement to aid them in an unbiased and efficient review process. The selection committee may use these rating and scoring materials or define their own processes. The Administrative Entity and other outside professionals review the method chosen for proposal scoring to assure proper compliance and procedures are in place, and are consistent with Board policy and legal requirements. The responses are then rated using a pre-established rating form by the Board review committee. The scores of the responses are recorded, with recommendations for funding presented to the committees and/or full Board.

(3) Expanding Access to Employment: Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

CareerSource NCFL is working with the WIOA core programs in developing a local area plan to reduce redundancies in service. Currently CareerSource NCFL utilizes Employ Florida to provide services to our Wagner-Peyser, WIOA and Trade Adjustment Act customers. However EmployFlorida does not provide the technological connectivity to connect other populations served such as the TANF and SNAP programs. Nor does EFM provide connectivity to other core programs such as Vocational Rehabilitation, YouthBuild, Senior Community Service Employment Program (SCSEP) or Job Corps.

CareerSource NCFL does utilize the ATLAS document management system that allows us to integrate files from all populations directly served by the one-stop system into one localized, integrated location.

Individuals seeking services from the one-stop system have access to career pathway development, co-enrollment amongst various programs, and access to training activities that lead to a recognized credential.

(4) Key Industry Sectors: Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c)(1)(A)(v)).

The CareerSource NCFL local area promotes key industry sectors within the one-stop system:

- Healthcare
- Technology
- Advanced Manufacturing
- Logistics
- Leisure and Hospitality

These sectors promote the in-demand jobs within the local area and are those occupations that are represented on the local area Targeted Occupation List (TOL). Training with individual training accounts are predicated on the occupation being in – demand and on the TOL. Customer choice is maximized by offering training to a wide variety of occupations that are within our industry sectors through individual training accounts to eligible training providers.

CareerSource NCFL also received federal funding from an H-1B Ready to Work Grant Employers in the Technology/STEM industries that is used to provide occupational training and paid work internships to individuals to upgrade their skills in high-demand, high-wage occupations.

- (5) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:
  - A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);

CareerSource NCFL works closely with the Gainesville and North Florida Chambers and their partners and members to define the local industry sectors of demand. The Greater Gainesville Chamber has identified five key focus industries that not only represent pre-existing regional assets but also contain within them the opportunities for upward economic mobility for residents in the region. Labor market data is utilized in conjunction with the partners to define those industries that are most likely to provide the most work in the future, including those industries and occupations that may be high-skill and high-wage.

- B. Describe how sector strategies are founded on a shared/regional vision; CareerSource NCFL works closely with its stakeholders in a regional partnership that has defined the regional sectors based on a shared vision. Recently the Greater Gainesville Chamber of Commerce completed a strategic plan Collaborate 2025 and identified 2020-2025 Targeted Industry Clusters with focused sectors. CareerSource North Central Florida also completed a strategic plan and process that included labor market analysis, business and industry focus groups and surveys to identify priority sectors.
- C. Describe how the local area ensures that the sector strategies are driven by industry;

The CareerSource NCFL Board is led by business and industry representatives that provide leadership and direction on industry priorities and sector strategies.

Additionally, by partnering with the primary economic development organizations in each county, whose members are industry leaders, we ensure that the strategies that CareerSource NCFL has developed are driven by regional industry needs and plans.

The Chambers regularly convene multiple industry councils of which CareerSource NCFL is a partner. The Advanced Manufacturing Council's mission is to champion a globally competitive and self-sustaining manufacturing ecosystem in the Greater Gainesville Region by connecting regional manufacturers with each other and developing and growing the regional manufacturing workforce and talent pipelines through collaboration with workforce, education, government and other strategic partners. Organized and guided by a group of industry leaders. The Council also serves as the Regional Manufacturing Association for North Central Florida and has worked with both the Manufacturing Association of Florida and Florida Makes. Since its inception, the Council has established collaborative relationships with education institutions in the region, hosted two successful Manufacturing Months to raise awareness of career options in manufacturing, and launched madeingnv.com as a community resource for information about the region's manufacturing industry and the opportunities it presents.

The mission of the Tech Council is to foster the growth of Alachua County's technology sector. In 2015, the four founding members created a Tech Council Board of technology executives to expand and enhance the mission of the council. As the voice of the Gainesville tech community, the Council has worked collaboratively with community partners to address common industry-specific issues.

Additionally the Healthcare and Life Sciences Council represents regional business leaders in these rapidly going industry sectors. These councils along with the Chambers and NCFL Board Members ensure that sector strategies are driven by industry.

D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;

Using the key industry sectors as defined by our industry and economic development partners, CareerSource NCFL aligns are program offerings to those industries and occupations in-demand. CareerSource NCFL actively researches alternative funding from federal and state resources that support training in the industry demand occupations as defined by our partners.

E. Describe how the local area transforms services delivered to job seekers/workers and employers through sector strategies: and

The career services provider has developed industry focused case management and job development teams that align with the regional industry sectors. Staffing specialists are assigned to a team and work closely with individuals who are interested and have aptitude in the occupations within each industry.

F. Describe how the local area measures, improves and sustains sector strategies. CareerSource NCFL and the Chamber of Commerce partners actively use existing and emerging data and industry demand to guide our work. We are pursuing ideas the include analysis of the outcomes of workers within our identified in-demand sectors, whether or not training in industry sectors is effective and results in training-related employment, industry sector recruitment events, industry sector surveys and using the

WIOA employer performance indicators. Additionally, the Chamber's strategic plan Collaborate 2025 contains projected outcomes.

(6) In-demand Training: Describe how the local board ensures training provided is linked to indemand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

CareerSource NCFL uses the local area Targeted Occupation List (TOL) process to determine what training is in–demand in our region in accordance with DEO guidance. This applies to

Each year, CareerSource NCFL reviews the TOL using the statewide demand occupation lists as a guide. We reach out to our business community to identify additional occupations that are in demand through various mechanisms including publishing on our website a form that can be utilized to submit an occupation. We also use alternative resources such as supply/demand lists and other labor market resources in the development of the TOL.

- (7) Employer Engagement: Describe strategies and services used in the local area to:
  - A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs; Career Source NCFL defines business as the primary customer and is focused on delivering employer and jobseeker services with the current and future needs of the region in mind. We use a combination of staff resources, technology, collaborative relationships and proven best practices to provide demand-driven services that are flexible and adaptable to the changing economic climate of the region. The Chambers provide advocacy, support, and promotional services to a variety businesses throughout the area. Chamber representatives meet with business to understand the varied employment needs and then coordinate with CareerSource NCFL providers and partners to assure needs are being met or report any barriers to the Board. The Chambers utilize social media, print, electronic, radio and other communication strategies promote workforce activities. to representatives reach out to members and business customers to solicit participating in job fairs, recruitment events, or other workforce-related events.
  - B. Support a local workforce development system that meets the needs of businesses in the local area:

CareerSource NCFL engages employers in key targeted industries regularly in groups and individually to determine their greatest human capital and skilled workforce needs and how the workforce system can help them meet those needs. We work to identify future trends in employer needs and shifts in local economic development priorities and develop plans to assist employers in their hiring needs and retention, matching those employers to resources such as employed worker and incumbent work grants, rapid response coordination, hosting and coordinating jobs fairs, and providing employer tax incentive information. The Chambers provide outreach and recruitment to inform businesses and community partners about all programs and services include but not limited to job order development and support, recruitment services, job fairs, job description services, work experience, community service, paid internships, on-the-job training, pre- and Registered Apprenticeships, or other work and learn opportunities. Staff develop plans to assist businesses are developed and implemented in collaboration with one-stop partners to recruit skilled workers in an effort to seamlessly and effectively fill open positions.

ITA training.

We promote the availability of Employ Florida to post open job positions and diligently job match current talent with new and emerging job vacancies.

C. Better coordinate workforce development programs and economic development; and,

CareerSource NCFL contracts with the local economic development entities: the Gainesville Area Chamber of Commerce (GACC) and the North Florida Regional Chamber of Commerce (NFRCC) to provide a pipeline between the workforce system and economic development and business consortiums. The Chambers collectively are responsible for being the conduit between the local employer base and the workforce system by educating employers on our services and by bringing the employer's needs to the CareerSource NCFL Board for development of strategies to meet the need for skilled workers. The Chambers provide a variety of advocacy, support, and promotional services to businesses and industry throughout the area. Chamber representatives understand the varied employment needs of area businesses, the needs of businesses considering a move or expansion in the area, and participate with local economic development activities to expand the area's economic growth potential.

D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

Both CareerSource NCFL career centers have resource rooms with access to the CONNECT program and dedicated staff who are on-hand to assist individuals with making reemployment assistance applications. Career center staff are crosstrained on all programs to serve each participants based on their needs in a customer centric manner, making the various programs, regulations and funding as "invisible to the user" as possible. Initial claim questions and further assistance may be provided through telephone to a CONNECT representative.

Reemployment assistance claimants may meet their work test requirement any given week by meeting with career center staff and engaging in reemployment services.

CareerSource NCFL is engaged in the Re-employment Services and Eligibility Assessment (RESEA) program to strengthen the services provided to persons receiving reemployment assistance. Individuals participating in the RESEA program receive dedicated hands-on assistance including orientations to the onestop system, an initial assessment, labor market information and the development of an Employability Development Plan. Individuals are also provided with job referrals.

(8) Priority of Service: Describe local policies and procedures to prioritize services for veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

CareerSource NCFL has a WIOA Priority of Service policy that contains the criteria for implementing priority of career and training services to comply with WIOA requirements. Veterans and eligible spouses continue to receive priority of services for all services funding by the Department of Labor. Career center staff working with WIOA Adult eligible individuals must give priority for receipt of career and training services will be granted to participants in the following order:

First priority shall be given to eligible to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient who also meet the definition of veteran or eligible spouse.

Second priority of service shall be given to non-veteran eligible adults who are recipients of public assistance, other low- income individuals, or individuals who are basic skills deficient.

Third priority shall be given to adult program eligible veterans or eligible spouses who are not low income, not public assistance recipients or who are not basic skills deficient.

Fourth priority is for adult program eligible non-veterans who are not low income, not public assistance recipients or who are not basic skills deficient.

WIOA federal priority guidelines apply to adult funds only, therefore funds allocated for dislocated workers are not subject to this requirement. However, dislocated workers who are also veterans shall receive priority for career or training services over dislocated workers who are not veterans.

- (9) Training Services: Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).
  - CareerSource NCFL uses Individual Training Accounts (ITA) to fund occupational training for individual participants. On-the-job training and customized training activities are conducted under a contract with the employer of record as needed. No 'blanket' contracts with eligible training providers are currently used for adult or dislocated worker training under WIOA however individual vouchers are used on a per participant level that defines training, costs and provides accountability of training provided. CareerSource NCFL maintains an Eligible Training Provider List (ETPL) that is compliant with state and federal regulations.
- (10) Customer Choice Process: Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

CareerSource NCFL provides a wide variety of trainings based on the Targeted Occupations List (TOL) and the Eligible Training Provider List. Customers who are determined to be in need of training to gain employment are provided with information on the local labor market, occupations in demand, occupational wages and forecasting as part of the training process. This information along with the trainings that are on the TOL and the providers that provide training in those occupational areas, are provided to the consumer to ensure that they have all information needed to make an informed choice on occupation and training provider. Discretion is made by staffing specialists to determine if requested training is appropriate for the participant based on their individual employment plan, will provide a wage that will provide a self-sufficient solution prior to approval of training requests. Training is based on availability of funding, which may be more available in certain sectors (i.e. STEM occupations) based on programs that are funded by DOLETA through competitive awards that focus on specific types of training or certain populations.

(11) Individual Training Accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b)(19)).

Training services for adults and dislocated workers are primarily provided through Individual Training Accounts (ITAs). Participants are expected to take an active role in managing their

employment future through the use of ITAs. The purposes of the training is to enhance the quality of skills that can lead to employment in demand occupations that provide the jobseeker self-sufficient wages while meeting the needs of employers in the area. Adults and dislocated workers receiving training under this approach will receive information (e.g., skills assessment, labor market conditions and trends, training vendor performance) to make a self-informed choice about their own employment future – and the training to support their decision.

The career advisor and the participant jointly develop an Individual Employment Plan (IEP) based on the participant's skill level, aptitudes, interests, work history, and barriers. The IEP determines what services are necessary to provide the participant the best chance of becoming self-sufficient. The ITA is developed based on the costs associated with that particular training program.

ITA assistance will be provided to participants who after an interview, evaluation or assessment, and career planning, have been determined to be unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and have the skills and qualifications to successfully participate in the training program. Training services will be available to employed and unemployed adults and dislocated workers who have met WIOA Adult or Dislocated Worker eligibility requirements. Evaluation/assessment and case management will determine that the participant is in need of training services, and has the skills and qualifications to successfully complete the selected training program. In addition, to be eligible for WIOA funding, there will be documentation/evidence that the participant is unable to obtain funding for training through other resources, including applying for Pell grants and other types of financial aid.

In the event that funding allocated under WIOA is limited, priority for training services will be given to persons who are: individuals with disabilities, veterans, older workers, recipients of public assistance, unemployed, employed and other low income individuals. The One Stop Operator establishes a determination of need. Participants who have been assessed and identified with specific barriers to employment may be issued ITAs only after specific barriers have been addressed. Training assistance will be provided for training programs that are short-term, with a usual maximum length of one year. In order to enable participants to continue his/her course of study, exceptions will be considered on an individual basis.

Once a training program has been selected and the participant has been approved, a voucher for training will be initiated by the staffing specialist, to be approved by one- stop management.

#### A. Describe any ITA limitations established by the board;

ITAs will be used by participants to obtain occupational skills training leading to a degree, certificate, or employer recognized skill certification. The skills training must be for demand occupations and must be academically appropriate for the individual participant. Training will only be provided by providers who are on the State approved list of eligible training providers. Prior to the approval of an ITA, major consideration must be given to the appropriateness of the training for the individual participant. On an annual basis, the CareerSource NCFL Board reviews the current funding available for WIOA Adult and Dislocated Worker programs and determines an annual limit for ITA training. Training assistance will be provided for training programs that are short-term, with a usual maximum length of one year.

B. Describe any exceptions to the use of ITAs.

entrepreneurial opportunities and initiatives.

The exceptions to the use of ITA training include training done on the job by employers and worksite supervisors, as well as non-occupational training, such as entrepreneurship training. Since ITAs are used only for occupations that are on the Targeted Occupation List (TOL), as defined in the DEO guidance, training outside of the TOL do not use ITAs.

Consequently these types of training are provided through other accountable mechanisms, outside of the ITA process.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)). Entrepreneurial training and microenterprise services are an important strategic goal for the CareerSource NCFL Board. CareerSource NCFL supports entrepreneurial training and microenterprise services in multiple ways. CareerSource NCFL assists participants to become self-employed when appropriate. Specifically by recruiting and enrolling jobseekers expressing interest in self-employment into entrepreneurship training programs such as Own

CareerSource NCFL finished a 5 year federal grant that provided Startup Quest® entrepreneurship training in our area as well as in eight other workforce regions in Florida. This \$12 million grant trained more than 1,800 unemployed individuals on self-employment and how to start a business. CareerSource NCFL in prior years partnered with the Santa Fe College, Center for Innovation and Economic Development (CIED), to provide entrepreneurial skills and microenterprise services workshops to individuals in Bradford County in an effort called the Bradford County Incubator that was housed in the Starke career center.

Your Future, Startup Quest Bootcamp, the "Portfolios of Income" workshops, and other related

CareerSource NCFL initiated a self-employment portal in our comprehensive one-stop centers. This project includes providing workshops on how to use the Internet to find and get business using some of the many self-employment websites available for contractors, store owners and small businesses. Digital tools such as Etsy, Upwork, Uber, Task Rabbit and other contracting and retail based platforms are explored to teach digital literacy, financial literacy, self-employment, customer service and other soft skills to those who have barriers to full time long term employment. The concepts of creating a portfolio of income sources that can provide training and possible generate revenue will be explored in an evaluation based pilot to measure success at achieving self-sufficiency through employment, self-employment and/or wage gains.

CareerSource NCFL has a \$4 million, 4 year Strengthening Working Families Initiative from the US Department of Labor that has an entrepreneurial focus for low- to middle- skilled custodial adults. The training began in March, 2018.

(13) Enhancing Apprenticeships: Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida Department of Economic Opportunity and other partners, including educational partners. Describe how job seekers are made aware of apprenticeship opportunities.

Registered apprenticeships are an important component of training and employment services. CareerSource NCFL is working to increase the number of registered apprenticeships available in the local area and is working with industry leaders to create additional apprenticeships in key industries including construction and advanced manufacturing. Supporting our work are Apprenticeship Expansion grants we received from CareerSource Florida through the SERA Program. With the grants we are providing 10 WIOA Adult and Youth participants training in the Advanced Manufacturing Sector and 10 WIOA Adult, Dislocated Worker, and Youth participants training in Construction and Masonry.

Jobseekers are provided with information on the registered apprenticeships currently available within the region and are referred to the apprenticeship sponsors as appropriate based on their interest. Information about registered apprenticeships is also provided to local employers as a method to train and retain skilled employees.

Registered apprenticeships can be funded through a variety of mechanisms including through 1) individual training accounts; 2) through on-the-job training contracts with employers; 3) a combination of an ITA to cover classroom instruction and OJT contracts to cover a portion of the apprentice's salary; and 4) incumbent worker training for upskilling apprentices who already have an established relationship with the apprenticeship program.

(14) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, work-based training, industry and sector strategies, career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board's vision and strategic goals described in Section III WIOA §134(c).

CareerSource NCFL has several special programs and initiatives including but not limited to the Opportunity Quest grant, Building Bridges grant, Stepping Stones Apprenticeship grant, and Maker Professional Apprenticeship grant.

We provide paid work-based training to eligible participants through special federal grants which includes on-the-job training and paid internships. Current WIOA funding levels are not adequate to provide work-based training or incumbent worker training at this time.

We also contract with business intermediaries in each county: the Greater Gainesville Chamber in Alachua County and the North Florida Regional Chamber of Commerce in Bradford County. CareerSource NCFL partners with the chambers to develop sector strategies that are built upon community partnerships and collaboration between business, workforce and other community stakeholders.

(15) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job seekers (WIOA §108(b)(6)(A)).

One of the focus areas of the One-Stop Operator in ongoing Career Center Operations improvement. The One-Stop Operator strives for improvement in program delivery, performance achievement, program integration, the development of teamwork and effective communication, collaboration with other service providers, vendors, and the Administrative Entity. CareerSource NCFL actively practices and promotes seamless integration and collaboration with all one-stop partners, providers, and vendors who are all focused on

fostering an innovative, creative, and entrepreneurial culture with open communications and encouragement of leadership at all level. This culture drives and supports continuous improvement.

Information and data integrity and accuracy is a critical component to assess program effectiveness and performance of contracted service providers. Data collected and recorded into the various reporting systems (i.e. EFM/OSST) are utilized in analyzing performance as well as reporting outcomes and performance to the state and federal governments. Thus, it is important that file and system data is accurate in order to facilitate appropriate analysis and subsequent decision-making. Ongoing monitoring and performance reports are provided to both service providers and the board to assure data is accurate and being entered in a timely and correct manner.

With that data integrity priority in place, actual services performed by staff and entered into the system are pulled in monthly reports and reviewed with operations and finance to review how staff activities are driving performance as well as cost allocations. The cost allocation plan provides methods to calculate staff time working on each program, based on the activities they perform for participants being served through each program's funding source. Consequently, staff performance is constantly reviewed and analyzed in real time, by pulling ongoing reports of activities, which then drives continuous improvement and cost allocations simultaneously.

Systems and case record reviews are completed to ensure that contracted service providers are in compliance with written policies, procedures, and directives; to recommend changes that improve the effectiveness and quality of service delivery; and to respond to compliance issues related to performance. In order to achieve the desired level of accuracy, on-going monitoring of the data systems and case files are and will continue to be performed. Additionally, service providers have negotiated performance deliverables defined in their respective contracts to include both state/federal measures (e.g. entered employment, credentials, etc.) as well as locally defined measures applicable to the needs of our local area.

In the event that deficiencies or a need for improvement are identified, providers are obligated to prepare a corrective action plan that identifies the steps they will take to correct the deficiency and the plan for eliminating or greatly reducing these deficiencies in the future. The Board's administrative entity then conducts follow up reviews to ensure the corrective action plan was implemented and results show improvements.

(16) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c)(1)).

CareerSource NCFL has implemented the 14 program elements that were required under the WIOA law as part of our youth program design. All 14 program elements are available to eligible youth. The program has the discretion to determine which elements to provide based on the individual's assessment and individual service strategy.

CareerSource NCFL provides the 14 program elements as follows:

 Tutoring – CareerSource NCFL provides tutoring as needed to youth who are basic skills deficient through vendors in each county: StudyEdge provides tutoring in Bradford County; Sylvan Learning provides tutoring in Alachua County;

- Alternative Secondary School Services CareerSource NCFL works with the local education agencies in each county to provide information regarding alternative school resources.
- Paid and Unpaid Work Experiences CareerSource NCFL provides eligible youth with the opportunity to participate in internships with local employers who agree to be host sites.
   Work experience can be either summer-based or year-round. At least 20% of CareerSource NCFL's funding is spent on paid work experience opportunities.
- Occupational Skill Training youth who are assessed to be in need of occupational skill training to obtain employment are enrolled in in-demand occupations.
- Education offered concurrently with and in the same context as Workforce Preparation Activities – youth in need of remedial academic preparation can participate in programs that either offer both basic skills remediation and occupational skills training.
- Leadership Development activities Dynamic Workforce Solutions, the local WIOA youth provider, provides leadership training as part of their Dynamic Futures® curriculum provided to each youth enrolled in the WIOA youth program.
- Supportive services youth in need of support to participate in WIOA youth activities will be assessed and provided with support in accordance with CareerSource NCFL's support service policy.
- Adult mentoring CareerSource NCFL is working on a youth mentoring program in partnership with local organizations such as the Gainesville Area Chamber of Commerce and other youth-based programs.
- Follow-up Services all youth who are exited from a WIOA youth program received 12 months of follow-up to ensure that they remain on track with the positive outcome.
- Comprehensive guidance and counseling WIOA youth provider career navigators
  provide career counseling and guidance to all enrolled WIOA youth as part of the case
  management process;
- Financial literacy education The Dynamic Futures® curriculum includes a financial literacy workshop and tests.
- Entrepreneurial skills training CareerSource NCFL has been providing entrepreneurial skills training for eligible WIOA youth for many years. The program Tech Quest is a technology based entrepreneurship program based on the Kauffman Institute's Ice House program. Additionally in Bradford County, CareerSource NCFL partnered with the Bradford County School Board to host a Family Business Mentoring Program where inschool youth were trained in entrepreneurship and started a simulated business with their families.
- Labor Market Information all enrolled WIOA youth are provided with information on the local labor market occupations in demand during the Dynamic Futures® workshops.
- Transition Activities to Post-Secondary Education and Training as part of the career planning sessions, youth career navigators provide information to youth on transitioning from the program to post-secondary education or another positive outcome.
  - A. Define the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society."

Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290). CareerSource NCFL defines youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the

individual's family, or in society as an eligible youth who is unable to read or write at a 9th grade level as determined by Test of Adult Basic Education (TABE) testing. Reasonable accommodations are made to ensure that youth with disabilities can participate in the assessment process.

#### B. Define "requires additional assistance."

Describe how the local board defines the term "requires additional assistance" used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300). The local definition for "requires additional assistance" for youth as defined by the Board's WIOA Youth Eligibility Policy is a low-income individual with one or mor of the following:

- I. Personal or family substance/alcohol abuse,
- II. Gang involved/affiliated/affected,
- III. Victim of abuse or domestic violence,
- IV. Individual who has a parent that is incarcerated,
- V. An individual who is lacking a significant or positive work history:
  - Has a poor work history (been fired from 1 or more jobs within the last six months, OR
  - Has a history of sporadic employment: has held 3 or more jobs within the last 12 months, and is no longer employed, OR
  - Has actively been seeking employment for at least 2 months, but remains unemployed or underemployed. This includes a youth with no employment history, with limited work experience, and/or actively seeking full-time employment, but have only achieved parttime employment

# ATTACHMENTS

Attachment A: Executed Memoranda of Understanding for all one-stop partners and Executed Infrastructure Funding Agreements with all applicable WIOA required partners

**Attachment B: Executed Interlocal Agreement** 

**Attachment C: Board Member Roster and Meeting Minutes** 

**Attachment D: Public Comment** 

**Attachment E: Current By-laws** 

# ATTACHMENT A: EXECUTED MEMORANDA OF UNDERSTANDING FOR ALL ONE-STOP PARTNERS AND EXECUTED INFRASTRUCTURE FUNDING AGREEMENTS WITH ALL APPLICABLE WIOA REQUIRED PARTNERS

- AARP Foundation (SCSEP) MOU and IFA
- North Florida Technical College (formerly Bradford-Union Technical Center) MOU and IFA, including amendments
- Central Florida Community Action Agency MOU and IFA
- Florida Department of Education Division of Vocational Rehabilitation MOU and IFA
- GRACE Marketplace MOU
- Santa Fe College Adult Education Program MOU
- The District Board of Trustees of Santa Fe College MOU and IFA, including amendments
- Suwanee River Economic Council MOU and IFA
- YouthBuild MOU and IFA, both Alachua and Bradford Counties

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

#### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the AARP Foundation (SCSEP) (hereafter referred to as the "Partner") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, Partner and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

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#### 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 NCFL 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

#### III. PROVISION OF SERVICES

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - 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 that 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.
- 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for the Partner's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner will do the following:
  - Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
  - 4. Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
  - 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance

of the partnership, including its effectiveness and success.

6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

#### V. RECORDS

- A. CareerSource NCFL is subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, Partner shall:
  - 1. Keep and maintain public records required to provide the services described in this MOU;
  - Upon request from CareerSource NCFL's custodian of public records, provide CareerSource NCFL 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 or as otherwise provided by law;
  - 3. 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 this MOU and following the termination or expiration of this MOU if Partner does not transfer the records to CareerSource NCFL; and
  - 4. Upon termination or expiration of this MOU, transfer, at no cost, to CareerSource NCFL all public records in possession of Partner or keep and maintain public records required by CareerSource NCFL to perform the services described in this MOU. If Partner transfers all public records to CareerSource NCFL upon termination or expiration of this MOU, Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Partner keeps and maintains public records upon the termination or expiration of this MOU, Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource NCFL, upon request from CareerSource NCFL's custodian of public records, in an agreed upon format.
- B. IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.

#### VI. INFRASTRUCTURE COSTS

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

#### VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the 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.

#### VIII. 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.

#### IX. THIRD PARTY BENEFICIARY

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

#### X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

#### XI. GRIEVANCE AND COMPLAINT PROCEDURE

Partner and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

Partner and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, Partner, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

#### XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

#### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

#### **SIGNATURES**

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	AARP Foundation (SCSEP)
Signed:	Signed: Ell V III
By: _Ethan Fieldman	By. Edward (Ted) Gilson
Title: Board Chair	Title: Project Director, AARP Foundation SCSEP
Date:	Date: MOVEMBUL 27, 2017

ALACHUA COUNTY, FLORIDA

Lee Pinkoson, Chair

**Board of County Commissioners** 

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

# BRADFORD COUNTY, FLORIDA

By: Chair, Board of County Commissioners

ATTEST:

Clerk

(SEAL)

,APPROVED AS TO FORM

Bradford County Attorney

-- END --

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN AARP FOUNDATION AND CAREERSOURCE NORTH CENTRAL FLORIDA

#### **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

#### **INFRASTRUCTURE COST BUDGET:**

Cost Category/Line Item	Line Item Cost Detail	Ga	inesville Center	Starke Center		
				TT- I manual man		
Rent	Lease	\$	247,474.00	\$	33,000.00	
	Utilities - Electric, Water, Sewer, etc.	\$	43,833.58	\$	9,439.33	
Utilities and Maintenance	Internet	\$	6,240.00	\$	1,554.50	
	Telephones	\$	15,068.22	\$	2,571.95	
	Facility Maintenance Contract	\$	28,500.00	\$	6,493.68	
Equipment	Copiers/Fax Machines	\$	5,338.31	\$	1,779.44	
	Computers			Ministration of the Landson Section 1	The state of the s	
Annual Total		\$	346,454.11	\$	54,838.90	

#### **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

#### PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

#### PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

# Signatures:

One-Stop Partner – AARP Foundation (SCSEP):
Signed:
Printed Name:Demetrios Antzoulatos
Title:VP Finance & Operations
Date: 1-2-18
CareerSource North Central Florida:
Signed:
Printed Name: Ethan Fieldman
ritle: Chair
Deter 1.9.18

## ATTACHMENT A

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
Alachua YouthBuild	\$500.00	No	No					\$500.00
Santa Fe College	\$500.00	No	No					\$500.00
Bradford Union Technical Center	\$500.00	No	No		· va bantu o vin deminimo o curso nemedia.			\$500.00
Division of Vocational Rehabilitation	\$500.00	Yes	Yes	\$ 14.91	\$ 954.24	\$ 13.71	\$ 877.44	\$2,331.68
AARP	\$500.00	No	No		The second secon	with the second		\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No	,				\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

# MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM

#### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Bradford-Union Technical Center (hereafter referred to as the "Partner") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, Partner and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### **Contact Information**

CareerSource NCFL:
Ms. Meredith Montgomery
Director of Operations
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Partner:
Patricia Lyn Nobles
Director
609 N. Orange Street
Starke, FL 32091
nobles.patricia@mybradford.us

#### 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 NCFL 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

## **III. PROVISION OF SERVICES**

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - 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 that 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for the Partner's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

# B. The Partner will do the following:

- 1. Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
- 4. Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
- 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance

of the partnership, including its effectiveness and success.

6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

#### V. RECORDS

- A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
  - Upon request from each Party's custodian of public records, provide the requesting Party 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 specified by Florida law;
  - 3. 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 this MOU and following the termination or expiration of this MOU if the Partner does not transfer the records to CSNCFL;
  - 4. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.
- B. IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.
- C. IF CAREERSOURCE NCFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE NCFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT: 904-966-6018; or Sellers.Lila@mybradford.us; or 501 Washington Street, Starke, Florida 32091.

#### VI. INFRASTRUCTURE COSTS

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a

formal amendment to this MOU.

#### VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the 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.

#### VIII. 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.

#### IX. THIRD PARTY BENEFICIARY

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

#### X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

#### XI. GRIEVANCE AND COMPLAINT PROCEDURE

Partner and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

Partner and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, Partner, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

# XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and

contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

#### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

#### **SIGNATURES**

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	Bradford-Union Technical Center
Signed:	Signed: Tatricia Lynn Noble
By: Ethan Fieldman	By: Patricia Lyn Nobles
Title: Board Chair	Title:Director
Date:	Date:
	ALACHUA COUNTY, FLORIDA  By: Und & Chtt # 7or.
	Lee Pinkoson, Chair Board of County Commissioners
ATTEST:  J. K. Irby, Clerk	APPROVED AS TO FORM  Alachua County Attorney's Office
SEAL)	

# **BRADFORD COUNTY, FLORIDA**

By: // Chair, Board of County Commissioners

ATTEST:

Clerk

(SEAL)

APPROVED AS TO FORM

Bradford County Attorney

-- END --

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN BRADFORD-UNION TECHNICAL CENTER AND CAREERSOURCE NORTH CENTRAL FLORIDA

#### **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

#### **INFRASTRUCTURE COST BUDGET:**

Cost Category/Line			**************************************			
Item	Line Item Cost Detail		Gainesville Center	Starke Center		
Rent	Lease	\$	247,474.00	\$	33,000.00	
	Utilities - Electric, Water, Sewer, etc.	\$	43,833.58	\$	9,439.33	
Utilities and Maintenance	Internet	\$	6,240.00	\$	1,554.50	
	Telephones	\$	15,068.22	\$	2,571.95	
	Facility Maintenance Contract	\$	28,500.00	\$	6,493.68	
Equipment	Copiers/Fax Machines		5,338.31	\$	1,779.44	
	Computers					
Annual Total		\$	346,454.11	\$	54,838.90	

#### **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

#### PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

#### PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

Signatures:

One-Stop Partner – Bradford-Union Technical Center:
Signed: Patricia Lyn Nobles
Printed Name: Patricia Lynn Nobles
Title: Director BUTC
Date: 12-19-17
CareerSource North Central Florida:
Signed:
Printed Name: Ethan Fieldman
Title: Chair
Date: 12.27.17

## **ATTACHMENT A**

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
Alachua YouthBuild	\$500.00	No	No					\$500.00
Santa Fe College	\$500.00	No	No					\$500.00
Bradford Union Technical Center	\$500.00	No	No					\$500.00
Division of Vocational Rehabilitation	\$500.00	Yes	Yes	\$ 14.91	\$ 954.24	\$ 13.71	\$ 877.44	\$2,331.68
AARP	\$500.00	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No					\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

# SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between

# THE ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD and THE BRADFORD-UNION TECHNICAL CENTER

This second amendment ("Second Amendment") to the Memorandum of Understanding ("MOU") is made by and is between the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CareerSource NCFL") and the Bradford-Union Technical Center ("Partner" or "Recipient" as amended below)). In this Second Amendment, Partner or Recipient and CareerSource NCFL may individually be referred to as a "Party" and collectively may be referred to as the "Parties".

#### RECITALS

WHEREAS, Partner and CareerSource NCFL desire to amend the MOU and renew the Infrastructure Funding Agreement ("IFA"); and

WHEREAS, the Parties agree to the MOU amendments set forth in this Second Amendment; and

WHEREAS, the Parties agree to comply with all the terms and provisions of the MOU and this Second Amendment.

NOW THEREFORE, the Parties amend the MOU and renew the IFA.

#### AMENDMENT AND RENEWAL

- 1. The MOU is amended and the IFA is renewed as specified below.
- 2. All references to Bradford-Union Technical Center, is changed to: North Florida Technical College ("Partner" or "Recipient").
- 3. The following sentence is added to the MOU as paragraph III. B.7.
  - 7. The duly authorized agent of the Recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
- 4. The first paragraph of Article VII. Term, is deleted in its entirety and replaced with:
  - The MOU and any amendments thereto shall become effective when signed and dated by all the signatories specified below. The date the MOU and any amendments thereto are signed by the last signatory shall be deemed the effective date of the MOU and any amendments thereto. The MOU shall continue through June 30, 2020, unless terminated earlier as specified below, or will be automatically renewed for successive two-year terms. Either Party may terminate the MOU upon thirty (30) days prior written notice to the non-terminating Party.
- 5. The expiration date of the IFA is changed to June 30, 2020, unless terminated earlier as specified in the MOU.
- 6. The Recitals stated above are incorporated into this Second Amendment.
- All other terms and conditions of the MOU that do not conflict with or which are not superseded by this Second Amendment shall remain in full force and effect.

#### [signatures page follows]

#### **SIGNATURES**

The Alachua Bradford Local Workforce Development	North Florida Technical College
Board d/b/a CareerSource North Central Florida	
Signed:	Signed: Patricia Lyn Mololis
By: Dawn Strickland	By: Patricia Lyn Nobles
Title: Board Chair	Title: Director
Date: 8 14 18	Date: 8 - 10 - 18

The remainder of this page is intentionally blank

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN BRADFORD-UNION TECHNICAL CENTER AND CAREERSOURCE NORTH CENTRAL FLORIDA

#### **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

#### **INFRASTRUCTURE COST BUDGET:**

Cost Category/Line		**************************************	
Item	Line Item Cost Detail	Gainesville Center	Starke Center
Rent	Lease	\$ 247,474.00	\$ 33,000.00
	Utilities - Electric, Water, Sewer, etc.	\$ 43,833.58	\$ 9,439.33
Utilities and	Internet	\$ 6,240.00	\$ 1,554.50
Maintenance	Telephones	\$ 15,068.22	\$ 2,571.95
	Facility Maintenance Contract	\$ 28,500.00	\$ 6,493.68
Equipment	Copiers/Fax Machines	\$ 5,338.31	\$ 1,779.44
	Computers		
Annual Total		\$ 346,454.11	\$ 54,838.90

#### **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

#### PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

#### PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

Signatures:

One-Stop Partner – Bradford-Union Technical Center:
Signed: Patricia Lyn Nobles
Printed Name: Patricia Lynn Nobles
Title: Director BUTC
Date: 12-19-17
CareerSource North Central Florida:
Signed:
Printed Name: Ethan Fieldman
Title: Chair
Date: 12.27.17

#### **ATTACHMENT A**

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
Alachua YouthBuild	\$500.00	No	No					\$500.00
Santa Fe College	\$500.00	No	No					\$500.00
Bradford Union Technical Center	\$500.00	No	No					\$500.00
Division of Vocational Rehabilitation	\$500.00	Yes	Yes	\$ 14.91	\$ 954.24	\$ 13.71	\$ 877.44	\$2,331.68
AARP	\$500.00	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No					\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

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

#### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Central Florida Community Action Agency, Inc. (hereafter referred to as the "CFCAA") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, CFCAA and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### **Contact Information**

CareerSource NCFL:
Ms. Meredith Montgomery
Chief of Staff
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

CFCAA:

Name: Charles J. Harris, Jr. Title: Chief Executive Officer Address: 1405 N.W. 13<sup>th</sup> Street, Suite B

City, State, Zip: Gainesville, FL 32601

Email: charris@cfcaa.org

#### 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 NCFL and the CFCAA 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable the CFCAA 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

#### III. PROVISION OF SERVICES

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - Review this MOU annually and solicit feedback from the CFCAA regarding improvements, changes, and/or additions.
  - 2. Coordinate with the CFCAA to provide access to workforce services and programs through

the One-stop System in accordance with published policies and procedures that 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 CFCAA 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 CFCAA 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for CFCAA's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

#### B. The CFCAA will do the following:

- Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
- 4. Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
- 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance

of the partnership, including its effectiveness and success.

6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

#### V. RECORDS

- A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - 1. Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
  - Upon request from each Party's custodian of public records, provide the requesting Party 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 specified by Florida law;
  - 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 this MOU and following the termination or expiration of this MOU if the CFCAA does not transfer the records to CSNCFL;
  - 4. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.
- B. IF CFCAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFCAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.
- C. IF CAREERSOURCE NCFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE NCFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CFCAA's CUSTODIAN OF PUBLIC RECORDS AT: atyson@cfcaa.org

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

#### VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the 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.

#### VIII. 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.

#### IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource NCFL, the CFCAA, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners and no third party is an intended beneficiary.

#### X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

#### XI. GRIEVANCE AND COMPLAINT PROCEDURE

CFCAA and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

CFCAA and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to

clients, customers, CFCAA, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

#### XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

#### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

#### SIGNATURES

(SEAL)

SIGNATURES	
The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	Central Florida Community Action Agency, Inc.
Signed:	Signed: Plant
By: _Ethan Fieldman	By. Charles J. Harris, Jr.
Title: Board Chair	Title: Chief Executive Officer
Date:	Date:
	ALACHUA COUNTY, FLORIDA  By:
	Lee Pinkoson, Chair Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
J. K. Irby, Clerk	Alachua County Attorney's Office

BRADFORD COUNTY, FLORIDA

By: Chair, Board of County Commissioners

ATTEST:

Clerk

(SEAL)

APPROVED AS TO FORM

Bradford County Attorney

-- END --

## INFRASTRUCTURE FUNDING AGREEMENT BETWEEN

## CENTRAL FLORIDA COMMUNITY ACTION AGENCY AND CAREERSOURCE NORTH CENTRAL FLORIDA

#### **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

#### **INFRASTRUCTURE COST BUDGET:**

Cost Category/Line Item	Line Item Cost Detail	Gainesville Center	Starke Center
Rent	Lease	\$ 247,474.00	\$ 33,000.00
	Utilities - Electric, Water, Sewer, etc.	\$ 43,833.58	\$ 9,439.33
Utilities and Maintenance	Internet	\$ 6,240.00	\$ 1,554.50
	Telephones	\$ 15,068.22	\$ 2,571.95
	Facility Maintenance Contract	\$ 28,500.00	\$ 6,493.68
Equipment	Copiers/Fax Machines	\$ 5,338.31	\$ 1,779.44
	Computers		
Annual Total		\$ 346,454.11	\$ 54,838.90

#### **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

#### PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

#### **PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

Signatures:
One-Stop Partner – Central Florida Community Action Agency:
Signed:
Printed Name: Charlet J. Harns, Ir
Title: CEO
Date: 12/20/17
CareerSource North Central Florida:
Signed:
Printed Name: Ethan Fieldman
Title: Chair
Date: 12,21,11

# ATTACHMENT A

					No	No	\$500.00	Suwanee River Economic Council (Bradford)
\$500.00								Agency, Inc. (Alachua)
					Z o	N <sub>O</sub>		Community Action
\$500.00							\$500.00	Central Florida
					No	No	\$500.00	AARP
\$500.00								Rehabilitation
\$2,331.68	\$ 877.44	\$ 13.71	\$ 954.24	\$ 14.91	Yes	Yes	\$500.00	Division of Vocational
								Center
					N <sub>o</sub>	No	\$500.00	Bradford Union Technical
\$500.00							40000	Salle re college
					No	N <sub>o</sub>	\$500.00	Carta En College
\$500.00							1000	Alderina Loadilbaila
					No	N <sub>o</sub>	\$500.00	Alachus VouthBuild
\$500.00					(State)		Cost	
Infrastructure Costs	Square Footage - Starke		Square Footage - GNV	Footage Cost -	Located	Physically Co- located (Gville)	Services	Partner Organization
Total	Annual Cost by	Annual Square	Annual Cost by	Annual Square	physically Co-			

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

#### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the "Partner") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, Partner and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### Contact Information

CareerSource NCFL:
Ms. Meredith Montgomery
Chief of Staff
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Partner:

Name: Yovancha Lewis-Brown Title: Area 2 Director Address: 2050 Art Museum Drive

City, State, Zip: Jacksonville, Florida 32207 Email: Yovancha.Lewis-Brown@vr.fldoe.org

#### 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 NCFL 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

#### III. PROVISION OF SERVICES

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - 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 that 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.
- 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for the Partner's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

#### B. The Partner will do the following:

- Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
- 4. Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.

- 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the partnership, including its effectiveness and success.
- 6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

#### V. RECORDS

- A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - 1. Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
  - Upon request from each Party's custodian of public records, provide the requesting Party 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 specified by Florida law;
- 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 this
  MOU and following the termination or expiration of this MOU if the Partner does not transfer the
  records to CSNCFL;
- 4. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.
- B. IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.

#### VI. INFRASTRUCTURE COSTS

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When

agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

#### VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the 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.

#### VIII. 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.

#### IX. THIRD PARTY BENEFICIARY

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

#### X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

#### XI. GRIEVANCE AND COMPLAINT PROCEDURE

Partner and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

Partner and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, Partner, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

#### XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

#### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

#### **SIGNATURES**

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	Florida Department of Education, Division of Vocational Rehabilitation
Signed: Signed:	Signed:
By: _Ethan Fieldman	By. Pam Sleward
Títle: Board Chair	Title: Commissioner
Date: 2 5 18	Date: 36/18
	ALACHUA COUNTY, FLORIDA
	By: Lee Pinkoson, Chair
	Board of County Commissioners
TTEST:	APPROVED A CATO FORM

J. K. Irby, Clerk

(SEAL)

Alachua County Attorney's Office

#### BRADFORD COUNTY, FLORIDA

Chair, Board of County Commissioners

ATTEST:

Clerk

(SEAL) .

APPROVED AS TO FORM

Bradford County Attorney

-- END --

#### MEMORANDUM OF UNDERSTANDING

NO.: IA-782 BETWEEN

#### ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD.

d.b.a. CAREERSOURCE NORTH CENTRAL FLORIDA

AND

## FLORIDA DEPARTMENT OF EDUCATION DIVISION OF VOCATIONAL REHABILITATION AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-782, Amendment No. 1 entered into by and between Alachua Bradford Local Workforce Development Board d.b.a. CareerSource North Central Florida ("CSNCFL") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on March 2, 2018, is hereby amended as follows:

- 1. Section VII., Term, first paragraph, is hereby amended to nowread:
  - This MOU is effective March 2, 2018 through June 30, 2020, and may be renewed for one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.
- 2. Attachment A., Infrastructure Funding Agreement, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused Amendment to be executed by their proper and duly authorized representatives.

ALACHUA BRADFORD LOCAL WORKFORCE	DEPARTI	MENT OF EDUCATION
DEVELOPMENT BOARD. d.b.a. CAREERSOURCE		
NORTH CENTRAL FLORIDA		2
BY:	BY:	Wuster
Dawn Strickland, Board Chair		Allison Flanagan, Director Division of
		Vocational Rehabilitation
DATE: 10/5/2018	DATE:	10/19/18
<b>√</b>		

#### ATTACHMENT I

#### INFRASTRUCTURE FUNDING AGREEMENT

#### FOR ONE-STOP CAREER CENTER SYSTEM

### BETWEEN THE DEPARTMENT OF EDUCATION AND ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD.

#### d.b.a. CAREERSOURCE NORTH CENTRAL FLORIDA

#### I. PARTIES

This Infrastructure Funding Agreement ("IFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation and Division of Blind Services (hereafter referred to as the Partners) and CareerSource North Central Florida (hereafter referred to as "CareerSource").

#### 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 IFA is to describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of 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 Alachua and Bradford counties.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

#### III. INFRASTRUCTURE COST BUDGET

Cost Category/Line			
Item	Line Item Cost Detail	Gainesville Cost	Starke Cost
Rent	Lease	\$ 247,474.00	\$ 33,000.00
	Utilities - Electric, Water, Sewer, etc.	\$ 43,833.58	\$ 9,439.33
Utilities and	Internet	\$ 6,240.00	\$ 1,554.50
Maintenance	Telephones	\$ 15,068.22	\$ 2,571.95
	Facility Maintenance Contract	\$ 28,500.00	\$ 6,493.68
Equipment	Copiers/Fax Machines	\$ 5,338.31	\$ 1,779.44
Equipment	Computers		
Annual Total		\$ 346,454.11	\$ 54,838.90

#### IV. COST ALLOCATION METHODOLOGY

CareerSource selected non-personnel costs consisting of square footage and associated infrastructure costs utilized by Partner as the allocation basis 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.

#### V. ALLOCATION BASIS PER COST ITEM

CareerSource used a square footage cost allocation method to determine infrastructure costs. The price per square foot was determined based on the costs associated with each location.

The Starke career center = \$13.71/square foot and Gainesville career center = \$14.91/square foot.

The approximate square footage for the Division of Vocational Rehabilitation agreement was based on approximately the size of a desk, or 64 square foot, per location.

#### VI. PARTNER CONTRIBUTION AMOUNTS

Partner contribution amounts for 2017-2018 are as follows:

Partner Organization	Infrastructure Costs (Co- located Partners)	Career Services Cost	Total Shared Costs
Alachua YouthBuild	\$0	\$500.00	\$500.00
Santa Fe College	\$0	\$500.00	\$500.00
Bradford Union Technical Center	\$0	\$500.00	\$500.00
Division of Vocational Rehabilitation	\$1831.68	\$500.00	\$2,331.68
AARP/SCSEP	\$0	\$500.00	\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$0	\$500.00	\$500.00

#### VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- 1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
  - Quarterly cost information and documentation of the actual costs,
  - Updated staffing information (per the 1st day of the 1st month of each quarter), and
  - o Actual customer participation numbers (per the last day of the last month of each quarter).
- 2. Upon receipt of the above information, CareerSource will:
  - Compare budgeted costs to actual costs,
  - o Update the allocation bases, and

- Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
- 3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
- 4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.
- 5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- 6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

#### VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

#### IX. DISPUTE AND IMPASSE RESOLUTION

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

- 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 local WDB Chair (or
  designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The CareerSource Chair (or designee) shall place the dispute on the agenda of a special meeting of CareerSource's 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.
- 3. 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.
- 4. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

5. The CareerSource Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

#### X. MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent certified U. S. Mail. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

#### XI. EFFECTIVE PERIOD

This IFA is entered into on January 1, 2018. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020.

#### XII. PAYMENT METHODOLOGY

Career Source shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section V. Upon receipt of the above-described invoices, the Partners shall process payment within 30 days.

#### **SIGNATURES** ALACHUA BRADFORD LOCAL WORKFORCE **Department of Education (Partner):** DEVELOPMENT BOARD, d.b.a. CAREERSOURCE NORTH CENTRAL FLORIDA: Signature Signature Allison Flanagan **Dawn Strickland Printed Name Printed Name Director, Division of Vocational** Rehabilitation **Board Chair** Title Title 10/5/2018

Date

#### **COLLABORATIVE AGREEMENT**

#### I. PARTIES

This Collaborative Agreement ("Agreement") is entered into by GRACE Marketplace ("Associate") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CareerSource NCFL"). In this Agreement, Associate and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### **Contact Information**

CareerSource NCFL:
Ms. Meredith Montgomery
Director of Workforce Services
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Associate:
Name: Jon DeCarmine
Title: <u>Director, GRACE</u>
Address: 3055 NE 28<sup>th</sup> Dr

City, State, Zip: <u>Gainesville</u>, FL 32609 Email: <u>jdecarmine@gracemarketplace.org</u>

#### II. PURPOSE

The purpose of this Agreement is to describe the collaborative efforts of CareerSource NCFL and the Associate and the actions to be taken by each to assure the effectiveness of their efforts.

This Agreement is intended to coordinate resources and to facilitate the effective and efficient delivery of each Party's services in Alachua County Florida. In addition, this Agreement will establish joint processes and procedures that will enable the Associate to utilize the one-stop service delivery system in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons in Alachua County Florida.

The Parties to this Agreement agree to coordinate and perform the activities and services described herein within the scope of requirements governing the Parties' respective programs, services, and agencies.

#### III. PROVISION OF SERVICES

- A. CareerSource NCFL will perform the following functions:
  - 1. Review this Agreement annually and solicit feedback from the Associate regarding improvements, changes, and/or additions.
  - Coordinate with the Associate to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the Onestop System.
  - Coordinate with the Associate 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. Maintain the statewide "CareerSource" branding of each center.
  - 5. Maintain and operate at least one comprehensive one-stop career center within the local

workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.

- 6. Model CareerSource NCFL core values and maintain a professional working environment.
- 7. Abide by all of its policies, rules, and procedures and applicable federal and Florida statutes and rules.
- B. The Associate will perform the following functions:
  - Coordinate with CareerSource NCFL 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 NCFL 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. Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the collaboration, including its effectiveness and success.
  - 4. If and as necessary, participate in periodic career center meetings to provide updates on Associates' programs and procedures to CareerSource NCFL 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.

#### V. CONFIDENTIALITY OF RECORDS

- A. CareerSource NCFL is subject to Chapter 119, Florida Statutes relating to Florida's public records law. Any records provided by the Associate to CareerSource NCFL shall be deemed a public record subject to disclosure unless it qualifies for an exemption under Florida Law and the Associate stamps or otherwise labels the record as "CONFIDENTIAL EXEMPT FROM PUBLIC RECORDS" prior to providing to CareerSource NCFL.
- B. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. If Associate receives a public records request that pertains to the subject matter of this Agreement, Associate shall:
  - 1. Immediately notify CareerSource NCFL of the public records request; and
  - 2. Within three (3) business days, give CareerSource NCFL all information in response to the public records request.
- C. Associate shall transfer all public records that pertain to the subject matter of this Agreement to CareerSource NCFL upon the termination or expiration of this Agreement.

D. IF THE ASSOCIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245 OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.

#### VI. TERM

This Agreement shall become effective when signed and dated by the Parties. The date this Agreement is last signed by either Party shall be deemed the effective date of this Agreement. This Agreement shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this Agreement at least once every three (3) years to ensure that the terms of this Agreement continue to meet the needs of the Parties.

Neither this Agreement 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.

#### VII. MERGER

This Agreement 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.

#### VIII. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the Parties and no third party is an intended beneficiary.

#### IX. GOVERNANCE

Each Party shall be individually accountable and responsible for the organizational activity and accomplishments of their respective organizations.

#### XI. GRIEVANCE AND COMPLAINT PROCEDURE

Associate and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this Agreement in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

Associate and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints. The process for handling grievances and complaints is applicable to clients, customers, Associate, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

#### XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this Agreement.

Nothing contained herein shall constitute a waiver by CareerSource NCFL of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

#### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

#### **SIGNATURES**

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	GRACE Marketplace
Signed:	Signed:
By: Frank Avery	By: Jon Decarmine
Title: Interim Executive Director	Title: Director, GRACE
Date: 8/25/17	Date: 8/25/17

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# Adult General Education Collaborative Agreement Santa Fe College Adult Education Program

#### CareerSource North Central Florida

THIS AGREEMENT is entered into between the District Board of Trustees of Santa Fe College, hereinafter referred to as SF, and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida, hereinafter referred to as CSNCFL.

WHEREAS the parties wish to establish a collaborative agreement in accordance with the goals and missions of The Santa Fe College Adult Education Program, which administers the Adult Education and Family Literacy Adult General Education and Integrated English Literacy and Civics Education Grants. These grants are Adult Education and Family Literacy Act (AEFLA) State Grant Programs Title II of the Workforce Innovation and Opportunity Act (WIOA) CFDA #84.002, website: https://www.cfda.gov/

WHEREAS the SF Adult Education Program desires to provide its students access to various programs available through CSNCFL, which are appropriate for, and would benefit students in, the SF Adult Education Program;

WHEREAS CSNCFL desires to provide access to its programs to students from the SF Adult Education Program:

Now, therefore, in consideration of the mutual agreements hereinafter set forth, SF and CSNCFL agree as follows:

PERIOD OF AGREEMENT: This Agreement shall begin on July 1, 2017, and last through June 30, 2018. This project will be revisited yearly, and upon written agreement by both parties, the Agreement will continue on a year-to-year basis.

#### POINT OF CONTACT for program matters:

SF:

Julie Falt Adult Education Program Coordinator Santa Fe College 3000 NW 83<sup>rd</sup> Street, G-32B Gainesville, FL 32606 352.395.5967 julie.falt@sfcollege.edu CSNCFL:

Meredith Montgomery
Director of Workforce Services
CareerSource North Central Florida
P.O. Box 13531
Gainesville, FL 32604
352.872.5901
mmontgomery@fmsworks.com

#### SERVICES AND RESPONSIBILITIES OF CSNCFL:

 CSNCFL will send a representative to the SF College Adult Education Sites to assist students in obtaining information and applying for appropriate CSNCFL Programs. A representative from CSNCFL will visit the SF NW Campus Adult Education Program Davis Center in Archer Adult Education sites as needed. The CSNCFL staff member will work individually with students and provide workshops on CSNCFL programs and services. Times will be determined by CSNCFL and SF program staff.

- 2. The CSNCFL representative will provide information to SF Adult Education Staff Members. To help SF Adult Education staff members assist students with career exploration, the CSNCFL representative will provide information and workshops as needed to SF Adult Education staff members. SF Adult Education staff members and the CSNCFL representative will encourage students to register in Employ Florida Marketplace.
- 3. In accordance with the Family Educational Rights And Privacy Act (FERPA), CSNCFL shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding SF's students. CSNCFL shall not use or disclose confidential student information received from or on behalf of SF (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by SF and the student. CSNCFL agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made. However, the parties acknowledge the each party is subject to Chapter 119 (Public Records) and Chapter 286 (Public Meetings) of the Florida Statutes and Section 24, Article 1 (access to public records and public meetings) of the Florida constitution.
- 4. <u>Individuals applying for or receiving services must be informed, in writing, that their personal and confidential information -</u>
  - will be shared only among the WIOA core program partner staff and subcontractors;
  - will be used only for the purpose of conducting an employment data match and that further disclosure of personal confidential information or records is prohibited; and,
  - will not be shared among WIOA core partners if the individual declines to share personal
    confidential information or records and that declining to share will not impact eligibility for
    services.

#### SERVICES AND RESPONSIBILITIES OF SF:

- SF Adult Education staff members will advertise, and share information with students on the upcoming visits and workshops. Flyers, e-mail, SF Pathways to Brighter Futures Facebook pages, and SF Adult Education webpage may all be used to advertise CSNCFL services and staff member visits. SF Adult Education staff will coordinate with CSNCFL Communications Manager to ensure all advertisements are branded uniformly and contain necessary CSNCFL disclaimers.
- 2. SF Adult Education staff members will assist SF Adult Education students, interested in assistance by CSNCFL, to sign a release for exchange of pertinent information between CSNCFL and SF Adult Education. Students who are interested in programs and services offered by CSNCFL will sign an appropriate release in accordance with FERPA, so that information relating to student needs can be exchanged by both parties.
- 3. SF Adult Education staff members will provide computer access, office space and assistance so that CSNCFL staff can be contacted during and prior to visit. To assure that the needs of students are met, SF Adult Education students will be assisted in e-mailing (and in creating an e-mail account if needed) the CSNCFL staff member, so that he/she can provide assistance between visits, plan needed workshops, and/or obtain information for students prior to next scheduled visit. Additionally, SF will provide an adequate working space equipped with a computer and telephone access to better assist students with CSNCFL program requirements and job searching efforts.
- 4. <u>SF Adult Education staff members will assist SF Adult Education students with EmployFlorida Marketplace Registration</u> so that the CSNCFL representative is better able to assist students with job search efforts and ease transition into appropriate CSNCFL programs and access services.
- 5. <u>Individuals applying for or receiving services must be informed, in writing, that their personal and confidential information -</u>
  - will be shared only among the WIOA core program partner staff and subcontractors;
  - will be used only for the purpose of conducting an employment data match and that further disclosure of personal confidential information or records is prohibited; and,

 will not be shared among WIOA core partners if the individual declines to share personal confidential information or records and that declining to share will not impact eligibility for services.

#### OTHER TERMS AND CONDITIONS:

- 1. <u>Termination</u>. This Agreement is contingent upon funding from the Florida Department of Education, Santa Fe College, and CareerSource of North Central Florida. Should funding cease to be available or either party fail to perform under this Agreement, this Agreement may be terminated for cause by either party immediately upon delivery of written notice. Either party may terminate this Agreement for convenience by providing the other with no less than thirty (30) calendar days written notice (via registered mail, return receipt requested) prior to the effective date of such termination.
- 2. <u>Discrimination</u>. In the performance of this Agreement, SF and CSNCFL agree not to discriminate against any person on grounds of ethnicity, race, creed, color, religion, sex, age, disability, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.
- 3. <u>Independent Contractor</u>. During the Period of this Agreement, SF and CSNCFL shall each be deemed to be independent contractors, and neither shall be deemed to be the partner, joint venturer, agent, or servant of the other. CSNCFL shall at all times have complete supervision and control over its own agents, servants, and employees, and SF shall at all times have complete supervision and control over its own students, agents, servants, and employees.
- 4. <u>Immunity</u>. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of 768.28, FS or the limits of liability therein.
- 5. <u>Costs</u>. Each party shall be responsible for its own costs, fees, or any other expenses associated with each party's performance under this Agreement.
- 6. Required Language. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 32 CFR 361.720.

IN WITNESS THEREOF, the parties hereto have cause this Agreement to be executed by their undersigned officials as duly authorized.

District Board of Trustees of Alachua Bradford Local Workforce

Gainesville, FL

Santa Fe College

Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida Gainesville, FL

SIGNED BY Chrice Comments	SIGNED BY: Duan
NAME: Charles W. Clemons, Sr.	NAME: Patricia Evans
TITLE: Vice President for Advancement	TITLE: Board Chair
DATE: 5-73-17	DATE: 5-22-17

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

#### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by The District Board of Trustees of Santa Fe College, Florida (hereafter referred to as the "Partner") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, Partner and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### **Contact Information**

CareerSource NCFL:

<u>Partner</u>: The District Board of Trustees of Santa Fe College

Ms. Meredith Montgomery Chief of Staff P.O. Box 13531 Gainesville, FL 32604 mmontgomery@fmsworks.com Dr. Ed Bonahue Provost 3000 NW 83rd Street Gainesville, FL 32606 ed.bonahue@sfcollege.edu

#### 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 NCFL 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

#### III. PROVISION OF SERVICES

A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:

- 1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and 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 that 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 Onestop 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for the Partner's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

#### B. The Partner will do the following:

- Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

- 4. Collaborate with CareerSource NCFL to identify and share appropriate monthly outcome numbers for performance data tracking.
- 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the partnership, including its effectiveness and success.
- 6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

#### V. RECORDS

- A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - 1. Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
  - 2. Upon request from each Party's custodian of public records, provide the requesting Party 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 specified by Floridalaw;
  - 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 this
    MOU and following the termination or expiration of this MOU if the Partner does not transfer the
    records to CareerSource NCFL;
  - 4. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.
- B. IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.
- c. IF CAREERSOURCE NCFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE NCFL'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS MOU, CONTACT PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT: 352.395.5169; OR JOHN.MCNEELY@SFCOLLEGE.EDU; OR JOHN MCNEELY, 3000 NW 83RD STREET, GAINESVILLE, FL 32606.

#### VI. INFRASTRUCTURE COSTS

On or before January 1, 2018, the Parties will make efforts to agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

#### VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018. Unless terminated earlier as specified below, it will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the Parties.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally. This MOU and any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by each of the Parties to this Agreement.

#### VIII. 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.

#### IX. THIRD PARTY BENEFICIARY

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

#### X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

# XI. GRIEVANCE AND COMPLAINT PROCEDURE

Partner and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

Partner and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, Partner, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

# XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

# XIII. Non-Discrimination

The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

# IX. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

# **SIGNATURES**

The Alachua Bradford Local Workforce Development
Board d/b/a CareerSource North Central Florida

The District Board of Trustees of Santa Fe
College, Florida

Signed:	Signed: Full heratt
By: Ethan Fieldman	By: Lisa M. Prevatt
Title: Board Chair	Title: Board Chair
Date: 12.21.11	Date: 12-8-17

By:

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM

Alaehua County Attorney's Office

BRADFORD COUNTY, FLORIDA

By:

Chair, Board of County Commissioners

Bradford County Attorney

ATTEST:

ATTEST:

(SEAL)

Clerk

(SEAL)

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN SANTA FE COLLEGE AND CAREERSOURCE NORTH CENTRAL FLORIDA

# **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

# INFRASTRUCTURE COST BUDGET:

Cost Category/Line	Line Item Cost Detail	Gainesville Center			Starke Center		
Rent	Lease	\$	247,474.00	\$	33,000.00		
	Utilities - Electric, Water, Sewer, etc.	\$	43,833.58	\$	9,439.33		
Utilities and Maintenance	Internet	\$	6,240.00	\$	1,554.50		
	Telephones	\$	15,068.22	\$	2,571.95		
	Facility Maintenance Contract	\$	28,500.00	\$	6,493.68		
Equipment	Copiers/Fax Machines	\$	5,338.31	\$	1,779.44		
Equipment	Computers						
Annual Total		\$	346,454.11	\$	54,838.90		

# **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

# PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement. The shared cost may be funded through cash or in-kind services, an accounting of which will be shared at the end of each quarter for 2017-2018 (i.e March and June) upon request by CareerSource NCFL.

# **PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

One-Stop Partner – Santa Fe College:
Signed:
Printed Name: EDWARD T. BONAHUE
Title: PROVOST, SF COLLEGE
Date: 2/13/18
CareerSource North Central Florida:
Signed:
Printed Name: F. than Fieldman
ritle: Chair
Date: 215 [18

Signatures:

# ATTACHMENT A

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
Alachua YouthBuild	\$500.00	No .	No					\$500.00
Santa Fe College	\$500.00	No	No					\$500.00
Bradford Union Technical Center	\$500.00	No	No					\$500.00
Division of Vocational Rehabilitation	\$500.00	Yes	Yes	\$ 14.91	\$ 954.24	\$ 13.71	\$ 877.44	\$2,331.68
AARP	\$500.00	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No .					\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

# FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between THE ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD and THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA

This first amendment ("First Amendment") to the Memorandum of Understanding One-Stop Career Center System ("MOU") is made by and is between the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CareerSource NCFL") and The District Board of Trustees of Santa Fe College, Florida ("Partner" or "recipient"). In this First Amendment, Partner or recipient and CareerSource NCFL may individually be referred to as a "Party" and collectively may be referred to as the "Parties".

# **RECITALS**

WHEREAS, to comply with federal requirements applicable to Partner, additional text must be added to the MOU; and

WHEREAS, the Infrastructure Funding Agreement Between Santa Fe College and CareerSource NCFL signed on February 13, 2018 ("IFA") between the Parties is subject to renewal; and

WHEREAS, the Parties have reviewed the IFA and determined that no changes to Partner's share of CareerSource NCFL's one-stop facility costs are required; and

WHEREAS, the Parties agree to comply with all the terms and provisions of the MOU as amended by this First Amendment.

NOW THEREFOR, the Parties for good and valid consideration hereby agree to the terms and conditions set forth below.

# RENEWAL AND AMENDMENT

- 1. The IFA is hereby renewed.
- 2. This First Amendment is effective as of July 1, 2018, and shall expire June 30, 2020 (the "EFFECTIVE PERIOD OF TIME" specified in the IFA), unless terminated as provided for in the MOU.
- 3. The "PERIODIC MODIFICATION AND REVIEW PROCESS" paragraph of the IFA is hereby deleted in its entirety and replaced with:

Partner shares in the costs of the one-stop facility where their presence must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partner

agrees to document its shared costs by the end of the term of this IFA. The shared cost may be funded through cash or in-kind services, an accounting of which will be provided to the other Party at the end of each quarter for the program years July 1, 2018 – June 30, 2019 and July 1, 2019 – June 30, 2020, upon request by CareerSource NCFL.

4. The following section is added to the MOU as Article X. Requirements

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

5. To the extent of any conflict between the terms of the MOU and the IFA or any addenda or amendments thereto and this First Amendment, this First Amendment shall govern the rights of the parties hereto. All terms and conditions of the MOU and IFA and valid addenda or amendments not expressly modified herein shall remain in full force and effect.

# **SIGNATURES**

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida
OHO)
Signature
Printed Name: <u>Dawn Strickland</u>
Title: Board Chair
Date: 10/5/2018

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# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN SANTA FE COLLEGE AND CAREERSOURCE NORTH CENTRAL FLORIDA

# **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

# INFRASTRUCTURE COST BUDGET:

Cost Category/Line	Line Item Cost Detail	Gainesville Center			Starke Center		
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Equipment	Computers						
Annual Total		\$	346,454.11	\$	54,838.90		

# **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

# PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement. The shared cost may be funded through cash or in-kind services, an accounting of which will be shared at the end of each quarter for 2017-2018 (i.e March and June) upon request by CareerSource NCFL.

# **PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

One-Stop Partner – Santa Fe College:
Signed:
Printed Name: EDWARD T. BONAHUE
Title: PROVOST, SF COLLEGE
Date: 2/13/18
CareerSource North Central Florida:
Signed:
Printed Name: F. than Fieldman
ritle: Chair
Date: 215 [18

Signatures:

# ATTACHMENT A

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
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AARP	\$500.00	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No .					\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

# MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM

# I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by <u>Suwanee River Economic Council</u> (hereafter referred to as the "Partner") and the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (hereafter referred to as "CareerSource NCFL"). In this MOU, Partner and CareerSource NCFL may individually be referred to as a "Party" and collectively be referred to as the "Parties".

# **Contact Information**

CareerSource NCFL:
Ms. Meredith Montgomery
Chief of Staff
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Partner:

Name: Matt Pearson

Title: Executive Director
Address: 1171 Nobles Ferry Rd #2

City, State, Zip: Live Oak, FL 32064
Email: mpearson@suwanneec.net

# 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 NCFL 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 MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. 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 Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

# III. PROVISION OF SERVICES

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - 1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

Page 1 of 6

- 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 that 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.
- 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 career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.
- 7. Provide an area for the Partner's meetings and/or co-location as space permits.
- 8. Model CareerSource NCFL core values and maintain a professional working environment.
- 9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

# B. The Partner will do the following:

- Coordinate with CareerSource NCFL 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 NCFL 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. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

- 4. Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
- 5. Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the partnership, including its effectiveness and success.
- 6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL 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.

# V. RECORDS

- A. CareerSource NCFL is subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, Partner shall:
  - 1. Keep and maintain public records required to provide the services described in this MOU;
  - 2. Upon request from CareerSource NCFL's custodian of public records, provide CareerSource NCFL 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 or as otherwise provided by law;
  - 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 this
    MOU and following the termination or expiration of this MOU if Partner does not transfer the
    records to CareerSource NCFL; and
  - 4. Upon termination or expiration of this MOU, transfer, at no cost, to CareerSource NCFL all public records in possession of Partner or keep and maintain public records required by CareerSource NCFL to perform the services described in this MOU. If Partner transfers all public records to CareerSource NCFL upon termination or expiration of this MOU, Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Partner keeps and maintains public records upon the termination or expiration of this MOU, Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource NCFL, upon request from CareerSource NCFL's custodian of public records, in an agreed upon format.
- B. IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: 352.955.2245; OR RECORDSCUSTODIAN@CAREERSOURCENCFL.COM; OR 10 N.W. SIXTH STREET, GAINESVILLE, FL 32601.

# VI. INFRASTRUCTURE COSTS

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement

Page 3 of 6

("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL 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. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

# VII. TERM

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through June 30, 2018, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the 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.

# VIII. 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.

# IX. THIRD PARTY BENEFICIARY

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

# X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

# XI. GRIEVANCE AND COMPLAINT PROCEDURE

Partner and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

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Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

# XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

# SIGNATURES

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida	Suwannee River Economic Council Signed:
By :Ethan Fieldman Title: Board Chair Date:	By: Matt Pearson Title: Executive Director Date: November 29,3017
	By: Lee Pinkoson, Chair Board of County Commissioners
Here Donales D.C.  1. K. Irby, Clerk	APPROVED AS TO FORM  Alachua County Attorney's Office
SEAL)	BRADFORD COUNTY, FLORIDA

air, Board of County Commissioners

ATTEST:

Clerk

(SEAL)

APPROVED AS TO FORM

Bradford County Attorney

-- END --

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN SUWANNEE RIVER ECONOMIC COUNCIL AND CAREERSOURCE NORTH CENTRAL FLORIDA

# **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

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Cost Category/Line Item	Line Item Cost Detail		Gainesville Center	Starke Center
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Maintenance	Telephones	\$	15,068.22	\$ 2,571.95
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<u> </u>	Computers			
Annual Total		\$	346,454.11	\$ 54,838.90

# **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

# PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

# PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

# One-Stop Partner - Suwannee River Economic Council: Signed: Man PEneson Title: Executive Director Date: 12/23/17 Career Source North Central Florida: Signed: Findaman Title: Chair Date: 1.16.18

Signatures:

# **ATTACHMENT A**

Partner Organization	Career Services Cost	Physically Co- located (Gville)	Physically Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastructure Costs
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AARP	\$500.00	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.00	No	No					\$500.00
Suwanee River Economic Council (Bradford)	\$500.00	No	No					\$500.00

# Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding

This Memorandum of Understanding ("MOU") is the product of successful negotiations between the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CSNCFL"), the chief elected officials of Alachua County and Bradford County, Florida (the "Chief Elected Officials"), and the Institute for Workforce Innovation, Inc. ("Partner"). In this MOU, CSNCFL and Partner may individually be referred to as a "Party" and collectively be referred to as the "Parties". The Parties to this MOU 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.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation by either Party. To the extent that their participation is required and resources are available, each Party will expend their own funds, human resources, equipment, supplies, facilities, training, public information, and expertise as that Party deems necessary to accomplish the purposes of this MOU.

# 1. Contact Information

CSNCFL
Ms. Meredith Montgomery
Director of Workforce Services
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Partner
Mr. Jonathan Leslie
Executive Director
P.O. Box 13522
Gainesville, FL 32604
ileslie@iwionline.org

# 2. Introduction

WIOA supersedes the Federal Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Florida's vision in implementing the WIOA.

a. About CSNCFL - Florida's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of business and the jobseekers that it serves, Florida's workforce development system have written local and State Workforce Services plans. The Parties acknowledge that the goals articulated in the State and CSNCFL's Workforce Services plans comprise the focus of the work to be done under this MOU.

CSNCFL One-Stop Career Centers provide access to a full range of services for clients and customers that are:

- Looking to find a job,
- · Acquiring entrepreneurship training and skills,
- Acquiring basic educational or occupational skills,
- Earning a postsecondary certificate or degree,
- · Obtaining guidance on how to make career choices, or
- Seeking to identify and hire skilled workers.
- <u>About Partner</u> The Institute for Workforce Innovation is a U.S. Department of Labor grant recipient for Project YouthBuild, which is a required One-Stop partner under the WIOA. YouthBuild students

go through an intensive 9-month program that includes studying for their high school diploma, building and rehabilitating low income housing, earning nationally recognized construction certifications, and developing leadership, life, and employability skills.

# 3. Purpose of this MOU

This MOU reflects a commitment by the Parties to the following goals and services:

- a. <u>Universal Eligibility</u>: All YouthBuild students, as CSNCFL clients, will have access to a core set of services at each One-Stop Center, designed to provide information to aid in career and employment decisions. Core, intensive, training, and support services will be available on site.
- b. One-Stop Approach: All clients may explore work preparation and career development services and have access to information on a wide range of employment, training, and educational opportunities. Services will be made available through one-stop centers throughout the state and through Employ Florida Marketplace.
- c. <u>Individual Choice</u>: Clients will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- d. <u>Coordination Of Resources</u>: The Parties shall coordinate and perform the activities and services described in this MOU within the scope of all laws, regulations, and their respective institutional requirements, policies, and procedures.

# 4. Roles and Responsibilities

- a. Joint Responsibilities CSNCFL and the Partner agree to:
  - Inform respective staff on the services of each Party and the spectrum of related services available through their respective organizations,
  - Provide performance information that supports the achievement of performance goals, consistent with the requirements of law and as outlined in CSNCFL's Workforce Services Plan.
  - Share client information with each other and other system Partners, subject to confidentiality and program requirements (See Attachment 1 - Universal Release of Information Form),
  - 4) Participate in a joint planning process that will assist in identifying client needs, the needs of families and business, and set priorities for services based on those needs,
  - Participate in a program review and continuous improvement to offer the best possible services and maximize opportunities for further integration, and
  - 6) Encourage clients to complete and submit CSNCFL client satisfaction surveys.

# b. Individual Responsibilities - CSNCFL will:

- 1) Inform Partner of CSNCFL's operating schedule,
- 2) Provide Partner with client referrals,
- Complete, maintain, manage, and track services within the Employ Florida Marketplace ("EFM"), and/or OSST, and the client's case file,
- 4) Provide customer service as needed,
- 5) Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that 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.

6) 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.

7) 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.

8) Maintain the statewide "CareerSource" branding of each center.

- 9) Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)
- 10) Provide an area for the Partner's meetings and/or co-location as space permits.

11) Model CSNCFL core values and maintain a professional working environment.

12) Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

# c. Partner will:

 Provide One-Stop Career Center information to its clients for self-service or assisted service, regarding access to the range of labor markets and career development services, and

2) If requested, participate in a program review and continuous improvement to offer the best

possible services and maximize opportunities for further integration.

3) Coordinate with CSNCFL 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) Provide CSNCFL with monthly outcome numbers for performance data tracking.

- Provide feedback to CSNCFL management regarding the performance of this MOU, including its
  effectiveness and success.
- 6) Participate in periodic career center meetings to provide updates on the Partner's programs and procedures to CSNCFL staff.

# 5. Confidentiality of Records and Public Records

- a. 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 subject to the WIOA and Florida's public records laws. The Parties shall also 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. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies of the other Party.
- b. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. If Partner receives a public records request that pertains to the subject matter of this MOU, Partner shall:
  - 1) Immediately notify CSNCFL of the public records request; and

- Within three (3) business days, give CSNCFL all information in response to the public records request.
- Partner shall transfer all public records that pertain to the subject matter of this MOU to CSNCFL upon the termination or expiration of this MOU.

# 6. Grievances and Complaints Procedure

- a. The Parties shall follow CSNCFL's <u>Grievance and Complaint Policy</u> then in effect for resolving complaints or grievances brought against the Parties by customers/ clients/ participants. CSNCFL's <u>Grievance and Complaint Policy</u> and any changes thereto is available on CSNCFL's web site.
- b. The Parties agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Party for discussion and resolution.
- c. Each Party agrees to establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, and the Parties. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

# 7. Sovereign Immunity, Hold Harmless, and Indemnification

- a. Nothing contained in this MOU shall constitute a waiver by CSNCFL of its sovereign immunity, or the provisions of 768.28, Florida Statutes or the limits of liability therein. Without CSNCFL waiving its sovereign immunity and to the extent applicable and allowed by law, the Parties shall indemnify and hold each other harmless, including their respective officers, officials, directors, members, agents, contracted service providers, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of that Party's officers, officials, directors, members, agents, contracted service providers, and employees connected with the activities described in this MOU.
- b. Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the parties involved in the implementation, administration, and operation of the programs described in this MOU.

# 8. Term, Breach, Termination, and Review of this MOU

- a. This MOU shall become effective when executed by Partner and CSNCFL and shall remain in effect unless terminated.
- b. If a Party breaches any provision of this MOU and such breach is not cured within ten (10) days after receiving written notice from the non-breaching Party, the non-breaching Party shall have the right to immediately terminate this MOU by giving written notice thereof to the breaching Party.
- c. Either Party may otherwise terminate this MOU upon thirty (30) days prior written notice to the non-terminating party via electronic mail or at its address specified above.

d. The Parties will review this MOU at least once every 3 years to ensure that the terms of this MOU continue to meet the needs of the Parties.

# 9. Publicity

Unless otherwise required by law, neither Party may undertake any publicity nor publish for public consumption any results or information about the clients/participants/customers under this MOU without the other Party's prior review and written approval.

# 10. Funding and Infrastructure Costs

- a. CSNCFL does not guarantee that funding for space and/or services provided to or by CSNCFL under this MOU will continue for the duration of this MOU. CSNCFL will notify Partner as soon as reasonably possible of any loss of funding that adversely affects the space or services available to Partner.
- b. Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the WIOA, federal cost principles, and all other applicable legal requirements. Partner agrees to negotiate with CSNCFL and implement a cost/resource sharing/in-kind services plan ("Plan") by December 31, 2017. Upon execution by the Parties, this Plan shall become part to this MOU. The Plan will at a minimum include all shared costs that are supported by accurate data and the methodology used in determining the shared costs. Shared costs will be consistently applied over the term of this MOU, including any renewals.

# 11. Amendment of this MOU

This MOU may be amended at any time. Such amendment shall only be valid when in writing and executed by all signers of this MOU.

### 12. Certification

By signing this MOU, the Parties agree that this MOU is subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to discrimination against any person on grounds of ethnicity, race, creed, color, religion, sex, age, disability, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

# 13. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the remainder of this MOU shall remain in force.

[signatures page follows]

# 14. Signatures

By their signatures below, each signor agrees	to the terms listed above and with the purpose of this MOU.
The Alachua Bradford Regional Workforce Bo CareerSource North Central Florida	ard d/b/a Institute for Workforce Innovation, Inc.
Signed: 45 4	Signed: 02
By: Patricia Evans Ethan Field Title: Board Chair Vice Char	Man By: Jonathan Leslie
Title: Board Chair Vice Char	Title: Executive Director
Date: 2-6-17	Date: 5/17/17
	ALACHUA COUNTY ELODIDA
	ALACHUA COUNTY, FLORIDA
	By: Lu all
	Commissioner Cornell, Chair
	Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
Jun 3-8	Wind AD
J. K. Irby, Clerk	Alachua County Attorney's Office
(SEAL)	
	BRADFORD COUNTY, FLORIDA
	By:
	Chair, Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
Clerk	Bradford County Attorney
(SEAL)	

# Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding

This Memorandum of Understanding ("MOU") is the product of successful negotiations between the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CSNCFL"), the chief elected officials of Alachua County and Bradford County, Florida (the "Chief Elected Officials"), and the Institute for Workforce Innovation, Inc. ("Partner"). In this MOU, CSNCFL and Partner may individually be referred to as a "Party" and collectively be referred to as the "Parties". The Parties to this MOU 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.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation by either Party. To the extent that their participation is required and resources are available, each Party will expend their own funds, human resources, equipment, supplies, facilities, training, public information, and expertise as that Party deems necessary to accomplish the purposes of this MOU.

# 1. Contact Information

CSNCFL
Ms. Meredith Montgomery
Director of Workforce Services
P.O. Box 13531
Gainesville, FL 32604
mmontgomery@fmsworks.com

Partner
Mr. Jonathan Leslie
Executive Director
P.O. Box 13522
Gainesville, FL 32604
ileslie@iwionline.org

# 2. Introduction

WIOA supersedes the Federal Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Florida's vision in implementing the WIOA.

a. About CSNCFL - Florida's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of business and the jobseekers that it serves, Florida's workforce development system have written local and State Workforce Services plans. The Parties acknowledge that the goals articulated in the State and CSNCFL's Workforce Services plans comprise the focus of the work to be done under this MOU.

CSNCFL One-Stop Career Centers provide access to a full range of services for clients and customers that are:

- Looking to find a job,
- · Acquiring entrepreneurship training and skills,
- Acquiring basic educational or occupational skills,
- Earning a postsecondary certificate or degree,
- · Obtaining guidance on how to make career choices, or
- Seeking to identify and hire skilled workers.
- <u>About Partner</u> The Institute for Workforce Innovation is a U.S. Department of Labor grant recipient for Project YouthBuild, which is a required One-Stop partner under the WIOA. YouthBuild students

go through an intensive 9-month program that includes studying for their high school diploma, building and rehabilitating low income housing, earning nationally recognized construction certifications, and developing leadership, life, and employability skills.

# 3. Purpose of this MOU

This MOU reflects a commitment by the Parties to the following goals and services:

- a. <u>Universal Eligibility</u>: All YouthBuild students, as CSNCFL clients, will have access to a core set of services at each One-Stop Center, designed to provide information to aid in career and employment decisions. Core, intensive, training, and support services will be available on site.
- b. One-Stop Approach: All clients may explore work preparation and career development services and have access to information on a wide range of employment, training, and educational opportunities. Services will be made available through one-stop centers throughout the state and through Employ Florida Marketplace.
- c. <u>Individual Choice</u>: Clients will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- d. <u>Coordination Of Resources</u>: The Parties shall coordinate and perform the activities and services described in this MOU within the scope of all laws, regulations, and their respective institutional requirements, policies, and procedures.

# 4. Roles and Responsibilities

- a. Joint Responsibilities CSNCFL and the Partner agree to:
  - Inform respective staff on the services of each Party and the spectrum of related services available through their respective organizations,
  - Provide performance information that supports the achievement of performance goals, consistent with the requirements of law and as outlined in CSNCFL's Workforce Services Plan.
  - Share client information with each other and other system Partners, subject to confidentiality and program requirements (See Attachment 1 - Universal Release of Information Form),
  - 4) Participate in a joint planning process that will assist in identifying client needs, the needs of families and business, and set priorities for services based on those needs,
  - Participate in a program review and continuous improvement to offer the best possible services and maximize opportunities for further integration, and
  - 6) Encourage clients to complete and submit CSNCFL client satisfaction surveys.

# b. Individual Responsibilities - CSNCFL will:

- 1) Inform Partner of CSNCFL's operating schedule,
- 2) Provide Partner with client referrals,
- Complete, maintain, manage, and track services within the Employ Florida Marketplace ("EFM"), and/or OSST, and the client's case file,
- 4) Provide customer service as needed,
- 5) Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that 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.

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7) 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.

8) Maintain the statewide "CareerSource" branding of each center.

- 9) Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)
- 10) Provide an area for the Partner's meetings and/or co-location as space permits.

11) Model CSNCFL core values and maintain a professional working environment.

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 Provide One-Stop Career Center information to its clients for self-service or assisted service, regarding access to the range of labor markets and career development services, and

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  effectiveness and success.
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- a. 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 subject to the WIOA and Florida's public records laws. The Parties shall also 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. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies of the other Party.
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  - 1) Immediately notify CSNCFL of the public records request; and

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- a. The Parties shall follow CSNCFL's <u>Grievance and Complaint Policy</u> then in effect for resolving complaints or grievances brought against the Parties by customers/ clients/ participants. CSNCFL's <u>Grievance and Complaint Policy</u> and any changes thereto is available on CSNCFL's web site.
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- b. Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the parties involved in the implementation, administration, and operation of the programs described in this MOU.

# 8. Term, Breach, Termination, and Review of this MOU

- a. This MOU shall become effective when executed by Partner and CSNCFL and shall remain in effect unless terminated.
- b. If a Party breaches any provision of this MOU and such breach is not cured within ten (10) days after receiving written notice from the non-breaching Party, the non-breaching Party shall have the right to immediately terminate this MOU by giving written notice thereof to the breaching Party.
- c. Either Party may otherwise terminate this MOU upon thirty (30) days prior written notice to the non-terminating party via electronic mail or at its address specified above.

d. The Parties will review this MOU at least once every 3 years to ensure that the terms of this MOU continue to meet the needs of the Parties.

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Unless otherwise required by law, neither Party may undertake any publicity nor publish for public consumption any results or information about the clients/participants/customers under this MOU without the other Party's prior review and written approval.

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- a. CSNCFL does not guarantee that funding for space and/or services provided to or by CSNCFL under this MOU will continue for the duration of this MOU. CSNCFL will notify Partner as soon as reasonably possible of any loss of funding that adversely affects the space or services available to Partner.
- b. Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the WIOA, federal cost principles, and all other applicable legal requirements. Partner agrees to negotiate with CSNCFL and implement a cost/resource sharing/in-kind services plan ("Plan") by December 31, 2017. Upon execution by the Parties, this Plan shall become part to this MOU. The Plan will at a minimum include all shared costs that are supported by accurate data and the methodology used in determining the shared costs. Shared costs will be consistently applied over the term of this MOU, including any renewals.

# 11. Amendment of this MOU

This MOU may be amended at any time. Such amendment shall only be valid when in writing and executed by all signers of this MOU.

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By signing this MOU, the Parties agree that this MOU is subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to discrimination against any person on grounds of ethnicity, race, creed, color, religion, sex, age, disability, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

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If any part of this MOU is found to be null and void or is otherwise stricken, the remainder of this MOU shall remain in force.

[signatures page follows]

# 14. Signatures

By their signatures below, each signor agrees	to the terms listed above and with the purpose of this MOU.
The Alachua Bradford Regional Workforce Bo CareerSource North Central Florida	ard d/b/a Institute for Workforce Innovation, Inc.
Signed: 45 4	Signed: 02
By: Patricia Evans Ethan Field Title: Board Chair Vice Char	Man By: Jonathan Leslie
Title: Board Chair Vice Char	Title: Executive Director
Date: 2-6-17	Date: 5/17/17
	ALACHUA COUNTY ELODIDA
	ALACHUA COUNTY, FLORIDA
	By: Lu all
	Commissioner Cornell, Chair
	Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
Jun 3-8	Wind AD
J. K. Irby, Clerk	Alachua County Attorney's Office
(SEAL)	
	BRADFORD COUNTY, FLORIDA
	By:
	Chair, Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
Clerk	Bradford County Attorney
(SEAL)	

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN PROJECT YOUTHBUILD AND CAREERSOURCE NORTH CENTRAL FLORIDA

# **EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from January 1, 2018 to June 30, 2018.

# INFRASTRUCTURE COST BUDGET:

Cost Category/ Line Item	Line Item Cost Detail	Gainesville Center	Starke Center	
Rent	Lease	\$ 247,474.00	\$ 33,000.00	
Utilities and Maintenance	Utilities - Electric, Water, Sewer, etc.	\$ 43,833.58	\$ 9,439.33	
	Internet	\$ 6,240.00	\$ 1,554.50	
	Telephones	\$ 15,068.22	\$ 2,571.95	
	Facility Maintenance Contract	\$ 28,500.00	\$ 6,493.68	
Equipment	Copiers/Fax Machines	\$ 5,338.31	\$ 1,779.44	
	Computers		3	
Annual Total		\$ 346,454.11	\$ 54,838.90	

# **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

# PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

# PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the

local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

Signatures:
One-Stop Partner - Project Youthbuild:
Signed:
Printed
Name: Jonathan L. Leslie
Title: Executive Director
Date: 12/19/17
·
CareerSource North Central Florida:
Signed:
Printed Name: Ethan Fieldman
Title:Chair
Date:

# ATTACHMENT A

Partner Organization	Career Servic es Cost	Physically Co- located (Gville)	Physicall y Co- Located (Starke)	Annual Square Footage Cost - GNV	Annual Cost by Square Footage - GNV	Annual Square Footage Cost - Starke	Annual Cost by Square Footage - Starke	Total Infrastru cture Costs
Alachua YouthBuild	\$500.0 0	No	No					\$500.00
Santa Fe College	\$500.0 0	No	No					\$500.00
Bradford Union Technical Center	\$500.0 0	No	Йо					\$500.00
Division of Vocational Rehabilitation	\$500.0 0	Yes	Yes	\$ 14.91	\$ 954.24	\$ 13.71	\$ 877.44	\$2,331.6 8
AARP	\$500.0 0	No	No					\$500.00
Central Florida Community Action Agency, Inc. (Alachua)	\$500.0 0	No	No					\$500.00
Suwanee River Economic Council (Bradford)	\$500.0 0	No	No					\$500.00

# ATTACHMENT B: EXECUTED INTERLOCAL AGREEMENT

The attached Interlocal Agreement and two amendments is updated as of December 19, 2019 and includes the signed agreement between the Chief Elected Official and the Local Workforce Development Board. The Interlocal Agreement also outlines the roles and responsibilities of the Chief Elected Officials in Section 7.

# INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY REGARDING THE ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD D.B.A. CAREERSOURCE NORTH CENTRAL FLORIDA

THIS AGREEMENT is made and entered into pursuant to the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 (the "ACT"), and is by and between the counties of Alachua and Bradford, of the State of Florida.

#### WITNESSETH:

WHEREAS, the United States has enacted the Workforce Innovation and Opportunity Act, Pub. L. No. 113-128 ("US-WIOA") and the State of Florida has subsequently enacted conforming provisions to Chapter 445, the Workforce Innovation Act of 2000, ("FL-WIOA"). Collective or joint reference to both the US-WIOA and FL-WIOA is referred to herein as the "WIOA". The goals of the WIOA are to increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the United States and Florida; and

WHEREAS, the State of Florida's approach to implementing the US-WIOA contains the following elements:

- Streamlining services Florida's employment and training programs must be coordinated and consolidated at locally managed one-stop delivery system centers,
- Empowering individuals Eligible participants will make informed decisions, choosing the qualified training program that best meets their needs,
- Universal access Through a one-stop delivery system every Floridian will have access to employment services,
- Increased accountability The state, localities, and training providers will be held accountable for their performance,
- Local board and private sector leadership Local workforce development boards will focus
  on strategic planning, policy development, and oversight of the local system, choosing
  local managers to direct the operational details of their one stop delivery system centers,
  and
- Local flexibility and integration Localities will have exceptional flexibility to build on existing reforms. Unified planning will free local groups from conflicting micromanagement, while waivers will allow local innovations; and

WHEREAS, as required by the WIOA, the Governor of the State of Florida designates local areas to promote the effective delivery of services; and

WHEREAS, the Boards of County Commissioners of Alachua and Bradford Counties, Florida, desire that their counties continue to be designated a local area ("local area") to avail their citizens of the benefits of the WIOA; and

WHEREAS, the Governor has designated Alachua and Bradford Counties as a local area for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of a Local Workforce Development Board to provide policy guidance for, and exercise oversight with respect to, activities under the WIOA program of its local workforce development area in "partnership" with the units of general local government within its local area; and

WHEREAS, it is the responsibility of each county in the local area to appoint members to the Alachua/Bradford Local Workforce Development Board d.b.a CareerSource North Central Florida ("CareerSource NCFL") that meet the requirements of a Local Workforce Development Board in accordance with the WIOA and this Interlocal Agreement; and

WHEREAS, the CareerSource NCFL Board meets the requirements of a Local Workforce Development Board in accordance with the WIOA, the State of Florida, the Chief Elected Officials (as defined in 7.1 below), and this Interlocal Agreement; and

WHEREAS, the CareerSource NCFL Board has developed and received approval by the Chief Elected Officials and the State of Florida for a Local Workforce Services Plan, which meets the requirements of a "local plan" as this term is defined in section 3(35) of the US-WIOA, and

WHEREAS, this Agreement does <u>not</u> create a separate 'administrative entity' as this term is defined and described in the ACT; and

WHEREAS, the CareerSource NCFL Board has competitively procured and selected a fiscal agent and administrative entity to administer its Local Workforce Services Plan and provide other contracted services (the "CareerSource NCFL administrative entity").

NOW THEREFORE, the parties hereto agree as follows:

# 1. Establishment of Alachua/Bradford Interlocal Agreement

1.1 There is hereby established a multi-jurisdictional arrangement among the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIOA. Upon its complete execution, this Agreement replaces the previous Interlocal agreement between the parties.

# 2. Identification of Parties to this Agreement

2.1 Each of the parties to this Agreement is a county of the State of Florida, and as such is a general-purpose political subdivision, which has power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners, and each party to the Agreement is identified as follows:

Name
Board of County Commissioners
Alachua County, Florida

Board of County Commissioners Bradford County, Florida Address P.O. Box 2877 Gainesville, FL 32602

P. O. Drawer B Starke, FL 32091

# 3. Geographical Area to be served by this Agreement

The local area that will be served by this Agreement is the entire geographical area of each of the two (2) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

# 4. Agreement not Prohibited by Law

4.1 This Agreement is not prevented by State or local law from taking effect in the entire local area that it serves.

# 5. Local Workforce Development Area Designation

5.1 Pursuant to the designation by the Governor, the CareerSource NCFL Board shall be the Local Workforce Development Board for the local area (Area #9 as provided for in Title I, Section 106 of the US-WIOA).

# 6. Size of Population to be Served

6.1 The population of the area served by this Agreement is 286,890 based upon the 2015 estimated population count by the United States Census Bureau.

# 7. Chief Elected Officials

- 7.1 For Alachua County "Chief Elected Official" means the Chair of the Alachua County Board of County Commissioners and for Bradford County Chief Elected Official means the Chair of the Bradford County Board of County Commissioners, unless otherwise specified by either board (collectively, the Chief Elected Official of each County are referred to as the "Chief Elected Officials"). In the circumstance where a dual appointment is required to be made to the CareerSource NCFL Board by both counties, then a four-member consortium comprised of two members of each county commission (the "Dual County Consortium"), shall make the appointment and conduct other business as may be required.
- 7.2 Dual County Consortium meetings will be prescheduled in July of each year to ensure that all Dual County Consortium meetings are on both counties' calendars every three months (quarterly) or at such other times as may be agreed upon by all the Dual County Consortium members. If all Dual County Consortium members agree, a Dual County Consortium meeting may be cancelled or its date changed. CareerSource NCFL's administrative entity will notify all Dual County Consortium members of any requests for a cancellation or date change.
- 7.3 The parties to this Agreement hereby authorize the Chief Elected Officials to exercise all decision-making powers, including those related to overall plans, programs, and agreements pursuant to the WIOA. More specifically the Chief Elected Officials are hereby authorized to:
  - (1) Appoint the members of the CareerSource NCFL Board, in accordance with Title I, Section 107(b)(2) of the US-WIOA, Chapter 445.007(1), F.S. as amended (FL-WIOA), and Section 8 of this Agreement, who shall serve the functions as described in Title 1, Section 107 of the US-WIOA; and
  - (2) Enable the CareerSource NCFL Board to administer the Local Workforce Services Plan as approved by Alachua and Bradford Counties and the State and Florida; and
  - (3) Select the CareerSource NCFL Board as the local grant sub-recipient as authorized in Title I, Section 107 (d)(12)(B)(II) of the US-WIOA; and
  - (4) Review and approve all plans prepared under Title I, Section 108 of the US-WIOA and jointly submit, along with the CareerSource NCFL Board, said plans to the State of Florida; and
  - (5) Perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA.

# 8. Establishment, Composition, and Appointment of the CareerSource NCFL Board

- 8.1 There is hereby established a Local Workforce Development Board (hereinafter called the CareerSource NCFL Board), which shall be constituted in accordance with the requirements of Title I, Section 107 of the US-WIOA, Chapter 445, F.S. as amended (FL-WIOA), and this Agreement. As of the Effective Date of this Agreement, the designations of members of the CareerSource NCFL Board are listed in Attachment 1, which is made part of this Agreement.
- 8.2 Members of the CareerSource NCFL Board are nominated by various agencies as mandated under WIOA. Those nominations are to be approved by the Chief Elected Officials for selection and appointment and then will be submitted to the appropriate Board of County Commissioners. Attachment 1, which is made a part of this Agreement, defines which Board seats represent which county(ies). Either County may choose to solicit member nominations directly from the appropriate agencies. Members shall be appointed for fixed or staggered terms and may serve until their successors are appointed. Terms of CareerSource NCFL Board members shall be three (3) years and may be renewed for one or more additional three (3) year terms.
- 8.3 Any vacancy in the membership of the CareerSource NCFL Board shall be filled in the same manner as the vacating member's appointment.
- 8.4 All members of the CareerSource NCFL Board are subject to having their membership terminated for failure to attend three (3) CareerSource NCFL Board meetings per year. It shall be the responsibility of the CareerSource NCFL Executive Committee to review each individual case and determine whether the member should be removed or whether extenuating circumstances justify the member's retention.
- 8.5 While the Board members representing the public and private sectors may be appointed and personally serve, it is permissible for them to send designees to those meetings that they are not able to attend. In such instances, the attendance of all designees shall satisfy attendance and quorum requirements but does not extend voting privileges to the designee.
- An individual may be appointed as a representative of more than one entity if the individual meets all criteria for such representation. An individual who represents more than one area must be appropriately nominated by the organizations or entities they will represent, must have optimum policy making authority and must be able to speak affirmatively on behalf of each entity represented.
- 8.7 Private sector nominations and the individuals selected by each Chief Elected Official shall reasonably represent the industrial and demographic composition of the business community. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business (500 employees or less), including minority business.
- 8.8 The number of nominations made by the organizations specified in this Section 8 should be at least equal to the number of seats that are vacant; however, nominations may be as many as the nominating organizations deem appropriate.

# 9. Positions on the Local Workforce Development Board

The Governor, in partnership with CareerSource Florida, Inc., shall establish criteria for use by the Chief Elected Officials for appointment of members to the CareerSource NCFL Board. The positions on the Board shall require that, at a minimum:

- 9.1 Business A majority of the CareerSource NCFL Board member positions must represent local businesses in the local area. Members who fill these positions will:
  - (1) Be owners of a business, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
  - (2) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representatives of small businesses must be included); and
  - (3) Be appointed from among individuals nominated by local business organizations and business trade associations [§ 107(b)(2)(A), US-WIOA].
- 9.2 Labor/Apprenticeships/Community Based Organizations No less than 20% of the positions shall be representatives of the workforce within the local area and:
  - (1) Include at least two representatives will represent labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two representatives of employees will be included.
  - (2) Include at least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists.
  - (3) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities.
  - (4) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth [§ 107(b)(2)(B), US-WIOA].
- 9.3 Education Each local board shall include representatives of entities administering education and training activities in the local area and:
  - (1) Include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA.
  - (2) Include a representative of institutions of higher education providing workforce investment activities (including community colleges).
  - (3) Include a private education provider. CareerSource Florida may waive this requirement if requested by the CareerSource NCFL Board if it is demonstrated that such representatives do not exist in the local area.
  - (4) May include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. When there is more than one institution in each of the types of educational entities listed above, nominations are solicited from representatives of each of these entities [§ 107(b)(2)(C), US-WIOA, § 445.007(1), F.S., FL-WIOA].
- 9.4 Economic/Community Development and Other Entities the CareerSource NCFL Board shall include representatives of governmental and economic and community development entities serving the local areas and:

- (1) Include a representative of economic and community development entities serving the local area. An economic agency is defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development.
- (2) Include a representative of Vocational Rehabilitation serving the local area.
- (3) May include representatives of agencies or entities serving the local area relating to transportation, housing, and public assistance.
- (4) May include representatives of philanthropic organizations serving the local area.
- (5) May include other individuals or representatives of entities as the Chief Elected Officials determine to be appropriate. [§ 107(b)(2)(D) & (E), § 3(17) US-WIOA].
- 9.5 Members of the CareerSource NCFL Board shall represent diverse geographic areas within the local area. The importance of minority and gender representation shall be considered when making appointments to the CareerSource NCFL Board.
- 9.6 The Chair of the CareerSource NCFL Board must be from the business community and serve for a term of no more than two years and serve no more than two terms as chair. [§ 107(b)(3)], US-WIOA, § 445.007(2)(a) F.S., FL-WIOA]

# 10. Responsibilities of the CareerSource NCFL Board

- 10.1 The CareerSource NCFL Board, in addition to any responsibilities specified elsewhere in this Agreement, shall:
  - (1) Focus on strategic planning, policy development, and oversight of the local system, choosing local managers to direct the operational details of the one-stop delivery system centers;
  - (2) Govern its meetings by the provisions of Chapter 286, F.S., (the "Government in the Sunshine Act");
  - (3) Manage all documents in its custody consistent with the requirements of Chapter 119, F.S. (the Florida Public Records Law);
  - (4) Provide to the Chief Elected Officials, within thirty (30) days of completion, copies of all outside audits and monitoring reports of the CareerSource NCFL Board, the CareerSource NCFL administrative entity, or its contracted service providers:
  - (5) Collaborate with CareerSource Florida, Inc. and appropriate state agencies and local public and private service providers to establish uniform performance accountability measures that apply across the core programs to gauge the performance of the state and local workforce development boards in achieving the workforce development strategy. The performance accountability measures consist of the primary indicators of performance, any additional indicators of performance, and a local level of performance for each indicator pursuant to Pub. L. No. 113-128. The local level of performance is determined by the CareerSource NCFL Board, the Chief Elected Officials, and the Governor pursuant to Pub. L. No. 113-128, Title I, s. 116(c);
  - (6) Develop, submit, ratify, or amend the local plan pursuant to Pub. L. No. 113-128, Title I, s. 108;
  - (7) Conclude agreements necessary to designate the fiscal agent and administrative entity;

- (8) Complete assurances required for the charter process of CareerSource Florida, Inc., and provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes;
- (9) Designate all local service providers;
- (10) Adopt a committee structure consistent with applicable federal law and state policies established by CareerSource Florida, Inc.; and
- (11) Oversee the one-stop delivery system in Alachua and Bradford Counties.

# 11. Removal of a Board Member for Cause

11.1 The Governor may remove a member of the CareerSource NCFL Board and its Executive Director or the designated person responsible for operational and administrative functions for the CareerSource NCFL Board for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance [s. 445.007(2)(b), F.S. FL-WIOA].

# 12. One-Stop Partners (as defined in section 3(42) of the US-WIOA)

- 12.1 Required Partners An entity that carries out a program referred to in Pub. L. No. 113-128, Title I, s. 121(b)(2)(B) shall be included as a required one-stop partner unless the Governor provides the notification described in Pub. L. No. 113-128, Title I, s. 121(b)(2)(C)(ii).
- Additional (Optional) Partners With the approval of the CareerSource NCFL Board and the Chief Elected Officials, other entities that carry out workforce development programs described in Pub. L. No. 113-128, Title I, s. 121(b)(2)(B) may be one-stop partners and carry out the responsibilities described in Pub. L. No. 113-128, Title I, s. 121(b)(1)(A).

## 13. Liability and Indemnification

- 13.1 The Chief Elected Officials of Alachua County and Bradford County serve as the grant recipients for, and shall be liable for any misuse of the grants funds allocated to the local area under Title 1, Sections 128 and 133 of the US-WIOA.
- 13.2 CareerSource Florida, Inc., may provide indemnification from audit liabilities to Local Workforce Development Boards that act in full compliance with state law and board policy.

# 14. Other Necessary and Proper Matters Agreed Upon by the Parties - Administrative Responsibilities, Contractual Authority, and Instruments of Debt

- 14.1 The Chief Elected Officials shall utilize the CareerSource NCFL Board for the provision of staff services to assist in carrying out the Board's responsibilities pursuant to this Agreement. In particular, the CareerSource NCFL contracted administrative entity and fiscal agent, procured by the CareerSource NCFL Board, shall make arrangements for meeting locations, send meeting notices to Board members, maintain minutes of the meetings, and perform other related administrative duties for the Chief Elected Officials and the Board.
- 14.2 Pursuant to s. 445.007 F.S., for purposes of procurement, the Board and the CareerSource NCFL administrative entity are not state agencies and are exempt from chapters 120 and 287, F.S. The Board shall apply the procurement and expenditure procedures required by federal law and policies of the

Florida Department of Economic Opportunity and CareerSource Florida, Inc., for the expenditure of federal, state, and non pass-through funds.

- 14.3 The CareerSource NCFL Board and/or its Executive Committee may execute contracts deemed necessary to facilitate and achieve the objectives and goals of the WIOA and the Local Workforce Services Plan.
- 14.4 A quorum having been established and upon a majority vote of the CareerSource NCFL Board members in attendance, the CareerSource NCFL Board may execute instruments of debt provided it has or foreseeably will have funds to allowably repay the debt plus any interest. Any such debt shall be necessary and proper and shall not constitute the debts of either county.

# 15. Duration of Agreement

15.1 This Agreement shall remain in effect for three (3) years, may be amended upon the written consent of the parties, and may be renewed for additional three (3) year periods upon the written consent of the parties.

## 16. Effective Date

16.1 This Agreement and any amendments hereto shall be effective between and among each county passing a resolution adopting this Agreement and any amendments hereto upon filing said resolution and this Agreement and any amendments hereto with the Clerk of the Circuit Court in their county.

[signatures page follows]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed for the uses and purposes th

purposes therein expressed on this	ay of Abrember, 2016.
	By: ALACHUA COUNTY, FLORIDA  By: Authoritism Sound of County Commissioners
ATTEST:	APPROVED AS TO FORM
J. K. Irby, Clerk	Alachua County Attorney's Office
(SEAL)	
	BRADFORD COUNTY, FLORIDA  By: Chair, Board of County Commissioners
ATTEST:	APPROVED AS TO FORM
Clerk $\ell$	Bradford County Attorney

(SEAL)

# Attachment 1

# ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD

# Local Workforce Development Area Number 9

Board Seat	Category per DEO Guidance	Representation Code	Seat Description	Governing Law	County
_	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
2	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
3	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
4	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
5	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
9	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
7	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
8	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
6	Business	na .	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
10	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
7	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
12	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Alachua
13	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Bradford
14	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Bradford
15	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Bradford
16	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Bradford
17	Business	BU	Business Seat	§ 107(b)(2)(A), US-WIOA	Bradford
18	Labor/Apprenticeships (20%)	LO/CBO	Labor	§ 107(b)(2)(B), US-WIOA	Alachua
19	Labor/Apprenticeships (20%)	LO/CBO	Labor	§ 107(b)(2)(B), US-WIOA	Alachua
20	Labor/Apprenticeships (20%)	LO/CBO	Joint Labor-Management Apprenticeship Program -	§107(b)(2)(B)(ii), US-WIOA	Alachua/Bradford

Board Seat	Category per DEO Guidance	Representation Code	Seat Description	Governing Law	County
21	Labor/Apprenticeships/ CBO (20%)	LO/CBO	CBO working with persons with disabilities, veterans, or other barriers to employment or other organizations working with employment, training and education of eligible youth including out of school youth	§107(b)(2)(B)(iii), US-WIOA	Alachua/Bradford
22	Labor/Apprenticeships/ CBO (20%)	LO/CBO	CBO working with persons with disabilities, veterans, or other barriers to employment or other organizations working with employment, training and education of eligible youth including out of school youth	§107(b)(2)(B)(iv), US-WIOA	Alachua/Bradford
23	Labor/Apprenticeships/ CBO (20%)	LO/CBO	CBO working with persons with disabilities, veterans, or other barriers to employment or other organizations working with employment, training and education of eligible youth including out of school youth	§107(b)(2)(B)(iii), US-WIOA	Alachua/Bradford
24	Labor/Apprenticeships/ CBO (20%)	LO/CBO	CBO working with persons with disabilities, veterans, or other barriers to employment or other organizations working with employment, training and education of eligible youth including out of school youth	§107(b)(2)(B)(iii), US-WIOA	Alachua/Bradford
25	Education	LEA	Adult education and literacy	§107(b)(2)(C)(i), US-WIOA	Alachua/Bradford
26	Education	Н	Institution of Higher Education	§107(b)(2)(C)(ii), US-WIOA	Alachua/Bradford
27	Economic/Community Development and Other Entities	EC/D/O	Vocational Rehabilitation	§ 107(b)(2)(D)(iii), US- WIOA	Alachua/Bradford

Board Seat	Category per DEO Guidance	Representation Code	Seat Description	Governing Law	County
28	Economic/Community Development and Other Entities	EC/DO	Representative of economic and community development entities serving the local area.  Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development.	§ 107(b)(2)(D), US-WIOA	Alachua
29	Education	PE	Private education provider	§ 445.007(1), Fla. Stat., FL-WIOA	Alachua/Bradford
30	Economic/Community Development and Other Entities	OAE	Representative of economic and community development entities serving the local area. Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development	§ 107(b)(2)(D), US-WIOA	Bradford
31	Other Entities	OAE	Organization representing public assistance	§ 107(b)(2)(D), US-WIOA	Alachua/Bradford
32	Other Entities	OAE	Housing	§ 107(b)(2)(D), US-WIOA	Alachua/Bradford
33	Other Entities	OAE	Economic Development & Higher ED	§ 107(b)(2)(D) & (E), § 3 (17) US-WIOA	Alachua/Bradford

M – Mandatory O - Optional	Representation Codes
Σ	BU - Business
Σ	EC/D/O - Economic/Community Development & Other Entities
Σ	HE – Higher Education
M	LEA – Local Education Agency
Σ	LO/CBO - Labor Organization or Community-Based Organization
Σ	PE - Private Education provider
0	OAE - Other Authorized Entities

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 3225519 6 PG(S) November 07, 2019 12-13 43 PM Book 4730 Page 1772 J.K. JESS IRBY: ESQ Clerk Of Court ALACHUA COUNTY, Florida

## **RESOLUTION 19-118**



RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, **APPROVING** THE FIRST **AMENDMENT** TO THE INTERLOCAL AGREEMENT BETWEEN **ALACHUA** COUNTY AND BRADFORD COUNTY REGARDING THE ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD D.B.A. CAREERSOURCE NORTH CENTRAL FLORIDA; **AUTHORIZINGTHE EXECUTION OF SAME: AND PROVIDING AN EFFECTIVE** DATE.

WHEREAS, the United States has enacted the Workforce Innovation and Opportunity Act, Pub. L. No. 113-128 ("US-WIOA") and the State of Florida has subsequently enacted conforming provisions to Chapter 445, the Workforce Innovation Act of 2000 ("FL-WIOA"). Hereinafter, the US-WIOA and the FL-WIOA are collectively referred to as the "WIOA"; and

WHEREAS, the goals of the WIOA are to increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the United States and Florida; and

WHEREAS, as required by the WIOA, the Governor of the State of Florida designates local areas to promote the effective delivery of services; and

WHEREAS, the Governor has designated Alachua County and Bradford County as a local area for the purposes of the WIOA; and

WHEREAS, on November 9, 2016, Alachua Count and Bradford County entered into the Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida (the "Interlocal Agreement") for the purpose of establishing the Local

Workforce Development Board doing business as CareerSource North Central Florida; and

WHEREAS, the Interlocal Agreement has an termination date of November 9, 2019, unless extended by written consent of the parties; and

WHEREAS, it has recently come to the attention of the Board of County Commissioner of Alachua County, Florida (the "Board") that the Florida Department of Economic Opportunity ("DEO") has several concerns regarding the operation and structure of CareerSource North Central Florida; and

WHEREAS, the Board has directed County staff to work cooperatively with DEO to better understand and resolve DEO's concerns; and

WHEREAS, the Board finds that it is in the best interest of Alachua County and its citizens to extend the term of the Interlocal Agreement by 90 days for the purpose of providing County staff with time to work cooperatively with DEO to better understand and resolve DEO's concerns, and to bring back recommended changes to the Interlocal Agreement, if any, for the Board's consideration.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

- The Board hereby approves the First Amendment attached hereto as Exhibit
   "A".
- 2. The Chairman and the Clerk of the Board are authorized and directed to execute the First Amendment for the purpose of indicating the Board's approval of same.
- 3. A copy of this Resolution and the First Amendment shall be filed with the Clerk of Circuit Court of Alachua County, Florida, after execution by both Alachua County and Bradford County.

4. This resolution shall take	effect immediately upon its adoption.
<b>DULY ADOPTED</b> in regular	session, this 3th day of November, 2019.
	BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA
	By: Chil & Cht
ATTEST:	Charles S. Chestnut IK, Chair
Stare Donahay D.C.	
Steve Donahey	APPROVED AS TO FORM
Deputy Clerk	Alachua County Attorney's Office
	Alachda County Attorney's Office

# Exhibit A

First Amendment to Interlocal Agreement

# FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY REGARDING THE

ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD D.B.A.

CAREERSOURCE NORTH CENTRAL FLORIDA

THIS FIRST AMENDMENT ("First Amendment") to the Interlocal Agreement between Alachua County and Bradford County regarding the Alachua/Bradford Local Workforce Development Board d.b.a. CareerSource North Central Florida (the "Agreement"), is made and entered into pursuant to the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 (the "ACT"), and is by and between the counties of Alachua and Bradford, of the State of Florida.

# WITNESSETH:

WHEREAS, the United States has enacted the Workforce Innovation and Opportunity Act, Pub. L. No. 113-128 ("US-WIOA") and the State of Florida has subsequently enacted conforming provisions to Chapter 445, the Workforce Innovation Act of 2000, ("FL-WIOA"). Collective or Joint reference to both the US-WIOA and FL-WIOA is referred to herein as the "WIOA"; and

WHEREAS, the Boards of County Commissioners of Alachua and Bradford Counties, Florida, desire that their counties continue to avail their citizens of the benefits of the WIOA; and

WHEREAS, the Agreement may be amended upon the written consent of the parties.

NOW THEREFORE, the parties hereto agree to amend the Agreement as follows:

# AMENDMENT

- 1. The Agreement is extended for ninety (90) days beyond its November 9, 2019 expiration date. The new expiration date is February 7, 2020.
- All other terms and conditions of the Agreement that do not conflict with or which are not superseded by the terms and conditions of this First Amendment remain in full force and effect.
- 3. This First Amendment shall be effective between and among each county passing a resolution adopting this First Amendment hereto upon filing said resolution with the Clerk of the Circuit Court in their county.

signatures page follows

IN WITNESS THEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on this 5th day of November, 2019.

ALACHUA COUNTY, FLORIDA Chil & Chil Charles Chestnut, IV, Chair Board of County Commissioners APPROVED AS TO FORM ATTEST: Steve Donahey Deputy Clerk BRADFORD COUNTY, FLORIDA Chair Frank Durrance Chair Board of County Commissioners ATTEST:

Inst. Number: 202004000352 Book: 1827 Page: 208 Page 1 of 5 Date: 1/15/2020 Time: 10:41 AM

Ray Norman Clerk of Courts Bradford County, Florida

JUDICIAL CIRCUIT OF FLORIDA, in and for Bradford County, the same being a Court of record do hereby ertify that the above and foregoing is a true and correct copy of what it purports to be from the face of the original as presented to me.

This JAN WAR J 24.0. 20 20
RAY NORMAN, Clerk Circuit Court

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RECORDED IN OFFICIAL RECORDS INSTRUMENT # 3239030 5 PG(5) January 27, 2020 11:39:54 AM Book 4749 Page 64 I.K. JESS IRBY, ESQ. Clerk Of Count ALACHUA COUNTY, Florida

Inst: 202004000352 Date: 01/15/2020 Time: 10:41AM
Page 1 of 5 B: 1827 P: 208, Ray Norman, Clerk of Court Bradford
County, By:

SECOND AMENDMENT

LOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY

BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY REGARDING THE

ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD D.B.A. CAREERSOURCE NORTH CENTRAL FLORIDA

THIS SECOND AMENDMENT ("Second Amendment") to the Interlocal Agreement between Alachua County and Bradford County regarding the Alachua/Bradford Local Workforce Development Board d.b.a. CareerSource North Central Florida (the "Agreement"), is made and entered into pursuant to the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.10, Florida Statutes (the "Act").

WHEREAS, the United States has enacted the Workforce Innovation and Opportunity Act, Pub. L. No. 113-128 ("US-WIOA") and the State of Florida has subsequently enacted conforming provisions to Chapter 445, the Workforce Innovation Act of 2000 ("FL-WIOA"). Hereinafter, the US-WIOA and the FL-WIOA are collectively referred to as the "WIOA"; and

WHEREAS, the goals of the WIOA are to increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the United States and Florida; and

WHEREAS, as required by the WIOA, the Governor of the State of Florida designates local areas to promote the effective delivery of services; and

WHEREAS, the Governor has designated Alachua County and Bradford County as a local area for the purposes of the WIOA; and

WHEREAS, on November 9, 2016, Alachua County and Bradford County entered into the Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida (the "Interlocal Agreement") for the purpose of establishing the Local Workforce Development Board doing business as CareerSource North Central Florida; and

WHEREAS, on November 7, 2019, Alachua County and Bradford County entered into the First Amendment to the Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida (the "First Amendment") for the purpose of extending the Term of the Interlocal Agreement; and

WHEREAS, by letter dated November 21, 2019, CareerSource North Central Florida's Administrative Entity, Focused Management Solutions ("FMS"), declared its intent to possibly terminate its two contracts, effective December 6, 2019. Said intent to terminate was confirmed by FMS's representative, Brian Howells, during the CareerSource North Central Florida's Board of Directors meeting held on December 2, 2019; and

WHEREAS, said termination by FMS would likely result in an interruption of services to the job seekers and local businesses served by CareerSource North Central Florida; and

WHEREAS, Alachua County and Bradford County find that such service interruption constitutes a limited emergency that requires immediate emergency action in order to prevent.

NOW THEREFORE, the parties hereby amend the Interlocal Agreement as follows:

- 1. The above Recitals are true and correct and are incorporated into this Second Amendment.
- 2. The Term of the Interlocal Agreement is extended for a period of 180 days from the Effective Date of this Second Amendment.
- 3. Alachua County is given emergency authority to procure interim Administrative Entity services, including Fiscal Agent services, on behalf of CareerSource North Central Florida, for a period not to exceed 180 days from the Effective Date of this Second Amendment.
- 4. All other terms and conditions of the Interlocal Agreement that do not conflict with or which are not superceded by the terms and conditions of this Second Amendment remain in full force and effect.
- 5. Each Party fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. This Second Amendment and the Interlocal Agreement shall not been interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.
- 6. The effective date of this Second Amendment shall be the date of the last signatory to it and upon the filing of it with the Clerk of the Circuit Court of both

Inst. Number: 202004000352 Book: 1827 Page: 211 Page 4 of 5 Date: 1/15/2020 Time: 10:41 AM

Ray Norman Clerk of Courts, Bradford County, Florida

Alachua County, Florida, and Bradford County, Florida, as required by Section 163.01 (11), Florida Statutes ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Alachua County, through its Board of County Commissioners, authorized the Commission Chair and the Clerk to execute this Agreement by action taken at a County Commission meeting held on December 3, 2019, and Bradford County, through its Board of County Commissioners, authorized the Commission Chair and the Clerk to execute this Agreement by action taken at a County Commission meeting held on December 1944, 2019.

**ALACHUA COUNTY, FLORIDA** 

By:

Robert Hutchinson, Chair

**Board of County Commissioners** 

Date:

ATTEST:

APPROVED AS TO FOR

Deputy Clerk Steve DON HEYAlachua County Attorney

(SEAL)

**BRADFORD COUNTY, FLORIDA** 

By:

Soseph Charlesty, Chair

Date:

Dec. 19, 2019

Will Sexton, Bradfo/d County Attorney

ATTEST:

APPROVED AS TO FORM

Bradford County Clerk

(SEAL)

# ATTACHMENT C: BOARD MEMBER ROSTER AND MEETING MINUTES

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
1	Business	Business Seat	Alachua	VACANT	
2			Alachua	Kinnon Thomas	The Thomas Sound Group, Inc., Owner
3			Alachua	VACANT	
4			Alachua	VACANT	
5			Alachua	Anna Astengo	UF Health Shands, Director of Employment
6			Alachua	Jim Painter	Florida Concrete Masonry Education Council, Executive Director
7			Alachua	Cindy Regen	Exactech, Senior Manager Total Rewards and HRIS
8			Alachua	Gail Redmond	Environmental Consulting & Technology Inc, Corporate Recruiter
9			Alachua	Jeffrey Tate	CTD Holdings, Inc. , COO & CQO
10			Alachua	Don Davis	The Fletcher Family Companies, CFO
11			Alachua	Ethan Fieldman	Study Edge, CEO
12			Alachua	VACANT	
13			Bradford	Edythe Robinson	RBH Wholesale Seasonings, Owner
14			Bradford	Dawn Strickland	Home Sweet Bone, Owner
15			Bradford	Linda Tatum	Tatum Brothers Lumber, CFO
16			Bradford	Patricia Evans	Capital City Bank, Community President for Bradford and Clay counties
17			Bradford	Marty Shaw	Coldwell Banker: Smith and Smith Realty, Owner/Sales

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
18	Labor/ Apprenticeships		Alachua	James Ingle	International Brotherhood of Electrical Workers (IBEW), President/Organizer
19			Alachua	Jeremiah Tattersall	Florida AFL-CIO, Field Staff
20			Alachua/Bradford	Shawn Graves	International Brotherhood of Electrical Workers- Local 1205, Treasurer
21		with persons with disabilities,	Alachua/Bradford	Vicki Van Buren	American Legion Haisley Post 16, Commander
22		veterans, or other barriers to employment or other organizations	Alachua/Bradford	John Alexander	Gainesville Police Department-Reichert House, Executive Director
23	workiing with employment, training and	Alachua/Bradford	Jonathan Leslie	Florida Institute For Workforce Innovation, Principal Officer	
24		education of eligible youth including out of school youth	Alachua/Bradford	Jon DeCarmine	GRACE Marketplace, Executive Director
25	Education	Adult education and literacy	Alachua/Bradford	Lynn Nobles	North Florida Technical College, Director
26		Institution of Higher Education	Alachua/Bradford	Dr. Jackson Sasser	Santa Fe College, Former President
27	Economic/ Community Development and Other Entities	Vocational Rehabilitation	Alachua/Bradford	Angie White	Vocational Rehabilitation, Area Director

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
28		Representative of economic and community development entities serving the local area. Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development.	Alachua	Robert "Hutch" Hutchinson	Alachua County Commission, County Commissioner
29	Education		Alachua/Bradford	VACANT	
30	Economic/ Community Development and Other Entities	Representative of economic and community development entities serving the local area. Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development.	Bradford	Ross Chandler	Bradford County Commission, County Commissioner

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
31	Other Entities	Organization representing public assistance	Alachua/Bradford	Cheryl Twombly	Department of Children and Families, DCF Community Development Administrator
32		Housing	Alachua/Bradford	Kali Blount	Alachua County Housing Authority, Co-Chair
33			Alachua/Bradford	VACANT	

Minutes of March 11, 2020 Combined Finance and Executive Committee Meeting The meeting was held at the Gainesville Career Center at 10 NW 6th Street, Gainesville, FL at 3:00 pm.

Members in attendance in person: Jeffrey Tate (Chair), Vicki Van Buren, Jim Painter and Don Davis. Members in attendance by phone: Dawn Strickland, Patricia Evans, Lynn Nobles, Dug Jones and Marty Shaw. Staff in attendance in person: Dhanya Nair, Phyllis Marty, Lena Hadley, Rusty Skinner and Kathleen Woodring. Staff in attendance by phone: None.

**Guests in attendance in person:** Steven Belk (Gainesville Job Corp), Dave Forziano (Alachua County), Todd Hutchison (Alachua County), Tommy Crosby (Alachua County), Kim Tesch-Vaught (Public Consulting Group) and Andrea Mender (Greater Gainesville Chamber of Commerce).

Guests in attendance by phone: Angie White (CSNCFL Board member), James Ingle (CSNCFL Board member), Jonathan Leslie (CSNCFL Board member), Cheryl Twombly (CSNCFL Board member), Jeremiah Tattersall (CSNCFL Board member) and Pam Whittle (North Florida Regional Chamber of Commerce).

Chair Tate called the meeting to Order. Roll Call was taken by Dhanya Nair. Quorum was reached at 3:02 pm.

#### B. Approvals and Requests.

- **B1. Agenda Approval.** Don Davis requested that staff minimize the use of abbreviations on action sheets. Vicki Van Buren made a motion to approve the agenda as presented. Don Davis seconded the motion. The motion carried. There was no further discussion.
- B2. Board Members Declare Any Conflicts of Interest. There were none.
- B3. Readings of Conflict of Interest. There were none.
- B4. Minutes from February 12, 2020 Combined Finance and Executive Committee Meeting. Don Davis made a motion to approve the minutes as presented. Vicki Van Buren seconded the motion. The motion carried. There was no further discussion.
- **B5.** Request for Public Comment. There were none.

#### C. Presentation.

C1. New Business Structure. Tommy Crosby (Alachua County) presented the new business structure. Board members asked clarification questions and discussed them with Alachua County and AE staff. Don Davis requested that staff notice the Alachua County Board of County Commissioners meeting on March 24, 2020 to maintain Sunshine Laws. Board members and staff briefly discussed NAWB travel. Chair Tate shared his gratitude for Alachua County staff. There was no further discussion.

# D. Action Items.

- **D1. WIOA Local Workforce Development Plan Guidelines.** Rusty Skinner presented the WIOA Local Workforce Development Plan Guidelines. Board members discussed the plan with Alachua County and AE staff. Don Davis made a motion to approve the WIOA 2021-2024 Local Workforce Development Plan Guidelines. Vicki Van Buren seconded the motion. The motion carried. *There was no further discussion.*
- **D2. Plan of Service: 2020 -2021 Budget.** Rusty Skinner presented the Plan of Service: 2020-2021 Budget. Board members and AE staff discussed the budget. Don Davis made a motion to approve the plan of service that aligns with the budget proposal. Vicki Van Buren seconded the motion. The motion carried. *There was no further discussion*.
- D3. Independent Monitoring Request for Proposal. Rusty Skinner presented the Independent Monitoring Request for Proposal. Board members, Alachua County staff and AE staff discussed the item. Don Davis made a motion to approve staff editing the RFP for issuance with April 13 closing date. Vicki Van Buren seconded the motion. The motion carried. There was no further discussion.
- **D4. Workforce Summit** Gainesville Chamber Contract Deliverable. Rusty Skinner presented the Workforce Summit Gainesville Chamber contract deliverable. Don Davis made a motion to remove Workforce Summit as a deliverable from the 2019-2020 Gainesville Chamber contract. Vicki Van Buren seconded the motion. Board members and AE staff discussed the deliverable. Chair Tate requested a roll call vote. Jim Painter opposed the motion. All others were in favor. The motion carried. There was no further discussion.
- **D5. CISTO** performance adjustment. Rusty Skinner presented the CISTO performance adjustment. Don Davis made a motion to approve staff adjusting goals in CISTO contract. Vicki Van Buren seconded the motion. Board members, Alachua County staf and AE staff discussed the performance adjustment. Don Davis amended his motion to approve waiving the goal and weigh requirements accordingly when adjusting goals. Vicki Van Buren seconded the amended motion. Board members and staff discussed the amended motion. The motion carried. *There was no further discussion*.
- **D6. Work Based Training Policy.** Rusty Skinner presented the work based training policy. Board members and AE staff discussed the policy and provided feedback. Don Davis made a motion to approve the policy. Lynn Nobles seconded the motion. Board members, Alachua County staff, Andrea Mender and AE staff discussed the policy. The motion carried. *There was no further discussion.*
- **D7. On-the-Job (OJT) Policy.** Rusty Skinner presented the On-the-Job training policy. Board members and AE staff discussed the policy and provided feedback. Don Davis made a motion to approve the policy. Lynn Nobles seconded the motion. The motion carried. *There was no further discussion*.
- **D8. LWDB 09 Targeted Industry Clusters.** Rusty Skinner presented the LWDB 09 Targeted Industry Clusters. Don Davi made a motion to approve adding Agriculture Science and Technology and Human Life Sciences to the LWDB 09's Targeted Industry Sectors. Vicki Van Buren seconded the motion. Board members and Andrea Mender discussed the item. Don Davis made an amended motion to approve adding Construction and Agriculture Science and Technology and Human Life Sciences to the LWDB 09's Targeted Industry Sectors. Vicki Van Buren seconded the amended motion. The motion carried.

There was no further discussion.

- **D9. Financial Issues.** Rusty Skinner presented financial issues. Board members and AE staff discussed the item. Jim Painter made a motion to authorize staff to begin work and inventory on computers, phones, servers and network and then turn over handling upstairs to the new Chief Executive Officer. Vicki Van Buren seconded the motion. Board members and AE staff discussed the item further. The motion carried. *There was no further discussion*.
- **D10.** Moving of Furniture Donations. Rusty Skinner presented the moving of furniture donations. Board members and AE staff discussed the item. Don Davis made a motion to approve moving of furniture donations from the Orlando location to Gainesville center. Vicki Van Buren seconded the motion. Chair Tate requested a roll call vote. Jim Painter opposed the motion. All others were in favor. The motion carried. There was no further discussion.
- **D11. CoronaVirus.** Rusty Skinner presented the CoronaVirus update and requested that the item be pulled from the action agenda. Chair Tate and Alachua County staff shared their feedback. *There was no further discussion.*
- **F. Public Comment.** Jim Painter requested an update on the Board's prior recommendation to hold a meeting with DEO, DOL, FMS and CSNCFL. Dave Forziano addressed Mr. Painter's request. *There were no other public comments*.

#### E. Informational Items.

**E1. Tour of 6th Street center.** Board Members, AE staff, Alachua County staff and guests took a tour of the Gainesville center. There were discussions on different areas of the building. *There was no further discussion*.

There being no further discussion, the meeting was adjourned at 5:25 pm.



# ATTACHMENT D: PUBLIC COMMENT

CareerSource North Central Florida did not receive any public comment in response to the posting of this plan.

# ATTACHMENT E: CURRENT BY-LAWS

# BYLAWS OF THE ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD

# ARTICLE I CREATION, AUTHORITY, AND SERVICE DELIVERY AREA

- Section 1.1: In accordance with the provisions of the Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128), and the conforming provisions of the Workforce Innovation Act of 2000 (Florida Statutes, Chapter 445), (collectively referred to as "WIOA"), and further in accordance with that certain Interlocal Agreement adopted by the Alachua County Board of County Commissioners and the Bradford County Board of County Commissioners, the Alachua Bradford Local Workforce Development Board, also referred to as Career Source North-Central Florida (the "Board"), has been created.
- <u>Section 1.2</u>: The Board has the authority to perform certain specified duties necessary to accomplish the functions and purposes of WIOA pursuant to Federal and State of Florida laws, policies, regulations, guidance, and the Interlocal Agreement.
- Section 1.3: The geographic service delivery area of the Board is Alachua and Bradford Counties, Florida (the "local area").
- <u>Section 1.4</u>: The Board may contract to participate in, may associate with, may engage in, or may otherwise participate in programs and activities outside the local area in furtherance of the Board's goals, duties, and functions.

# ARTICLE II PURPOSES

# Section 2.1: The purposes of the Board are:

- A. To provide operational oversight and policy guidance in the local area, to include Board administration, provision of workforce services, provision of universal career counseling, assisting economic development alignment, operation of the one-stop service/career centers, providing client access, overseeing program compliance, overseeing financial and programmatic accountability, overseeing performance outcomes with the respect to workforce training activities for youth, disabled, economically disadvantaged, underemployed or unskilled adults, overseeing communications and community outreach, disseminating workforce and labor market information, and providing assistance in efforts to grow the economy in the local area, all pursuant to WIOA and the Interlocal Agreement;
- B. To conduct workforce research and labor market analysis to assist in the development of the Local Workforce Services Plan (the "Plan"), obtain public input for development of the Plan, receive, approval of the Plan by the Chief Elected Officials of Alachua County and Bradford County, Florida and the State of Florida, and to thereafter administer the Plan in the local area;
- C. To ensure that comprehensive reviews, monitoring, and evaluations of related workforce programs in the local area occur on a regular basis;
- D. To lead efforts to engage with a diverse range of employers, businesses, business associations, and public sector entities to promote business representation in the workforce

- system; to ensure that workforce activities meet the needs of employers and support economic growth; and to develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers, all within the local area;
- E. To lead efforts to develop and implement career pathways in alignment with labor market needs within the local area in coordination with representatives of local education and training providers; and
- F. To designate the One-Stop Operator and workforce service providers. In doing so, the Board shall take an active role in the oversight of services provided by contracted providers including regular financial and performance reviews, approval of any actions required for corrective\_action\_or\_continuous\_improvement,\_and\_final\_authority\_for\_execution\_of\_contracts\_and payments.

# ARTICLE III MEMBERSHIP

- Section 3.1: Composition of the Local Workforce Development Board The composition of the Board shall meet the requirements set forth by WIOA. The majority of Board members shall be representatives of private sector businesses operating in the local area that meet the requirements specified in the Interlocal Agreement as may be amended from time-to-time, and by CareerSource Florida's Administrative Policy Local Workforce Development Board Composition, Certification and Decertification, as that Policy may be amended from time-to-time by CareerSource Florida, Inc.
- <u>Section 3.2</u>: Membership Nominations and Appointments Board members shall be nominated as set forth by law, and pursuant to the process established in the Interlocal Agreement shall be appointed by the Chief Elected Officials of Alachua and/or Bradford Counties.
- <u>Section 3.3</u>: Terms of Appointment Board members shall be appointed for fixed terms. The term and conditions of re-appointment, renewal or filling of vacancies are specified in the Interlocal Agreement.
- Section 3.4: Termination Termination of Board membership due to failure to meet attendance requirements are set forth in the Interlocal Agreement. Additionally, all Board members are subject to having his or her membership terminated for any activity that is non-compliant with these Bylaws, or for violating duly promulgated Board rules or policies, or upon adjudication of violating existing regulations, laws that relate to the Board and its purposes and duties, or upon conviction for violation of Federal or State laws, or for cause. "For cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance. It shall be the responsibility of the Board's Executive Committee to review each individual case and determine whether a Board member should be removed or whether circumstances justify that Board member's retention. Additionally, the Governor may remove for cause a Board member, or the Board's Executive Director, or the designated person responsible for operational and administrative functions of the Board.
- <u>Section 3.5</u>: Financial Disclosure and Personal Interest All Board members shall comply with the provision of applicable Florida Statutes relating to <u>Standards of Conduct for Public Officials</u> and <u>Employees</u>, particularly those portions requiring <u>Disclosure of Private Interests for Public</u>

Officials and Employees. All Board members shall comply with the provision of applicable Florida Statutes requiring that no official, *i.e.*, a Board member, use his/her position to secure special privilege or exemption for himself/herself or others.

Section 3.6: Sunshine Law - The meetings of the Board are governed by Florida Statutes, Chapter 286 (the "Government in the Sunshine Act"). The Government in the Sunshine Act also applies to Board members.

# ARTICLE IV OFFICERS AND EXECUTIVE COMMITTEE

- <u>Section 4.1</u>: Officers—The officers of the Board shall be the Board Chair, Vice Chair/Board Chair Elect, and the Secretary.
- <u>Section 4.1.1</u>: Board Chair The Board Chair shall be a private sector Board member and shall perform all duties incident to the office of Board Chair, inclusive of signing Board documents, representing the Board, and presiding at all Board of Directors meetings.
- <u>Section 4.1.2</u>: Vice Chair/Board Chair Elect The Vice Chair/Board Chair Elect shall be a private sector Board member and shall act as Board Chair in the absence of the Board Chair or at the direction of the Board Chair. The Vice Chair/Board Chair Elect shall serve as the Chair of the Finance Committee and shall ascend to the position of Board Chair during the next term of office unless otherwise decided by a majority vote of the Board members present at a publicly noticed meeting to elect officers.
- <u>Section 4.1.3</u>: Secretary The Secretary shall be a Board member and perform the duties incident to the office, which shall include keeping, or causing to be kept, appropriate minutes of all Board of Directors and Board committee meetings.
- Section 4.2: Executive Committee The Executive Committee shall be comprised of:
- (a) The Board Chair, Vice Chair/Board Chair Elect, and Secretary.
- (b) Two (2) At-large Board members (one from Alachua County and one from Bradford County),
- (c) All Standing Committee Chairs (see Article VI Committees, below), and the
- (d) Immediate past Board Chair, if still a Board member.
- Section 4.2.1: At least four (4) members of the Executive Committee shall be representatives of the private sector. The Board Chair shall serve as the Chair of the Executive Committee. Except as prohibited by Section 5.3.2 of these Bylaws, the Executive Committee shall be empowered to act, as necessary, on behalf of the entire Board of Directors. At the next meeting of the Board of Directors, the membership shall be advised of any action taken by the Executive Committee pursuant to this authority.
- Section 4.3: Election and Terms of Office for Officers and Executive Committee Members:
- Section 4.3.1: The Vice Chair/Board Chair Elect shall automatically succeed as the Board Chair unless otherwise decided by a majority vote of the Board members present at a publicly noticed meeting to elect officers. A new Vice Chair/Board Chair Elect, the Secretary, and the two (2) Atlarge Board members shall be elected by a majority vote of the Board members present at a publically announced meeting to elect officers. The Nominating Committee shall present nominations for officers and the two (2) At-large members to the Board of Directors. In addition,

any Board member who meets the requirements to hold office may be nominated by a Board member from the floor for the position of Officer or At-large member of the Executive Committee. If for any reason the Vice Chair/Board Chair Elect is unable to serve as the Board Chair, a new Board Chair will be elected by a majority vote of the Board members present at a publicly noticed Board meeting to elect officers and after a quorum has been established.

<u>Section 4.3.2</u>: Except for the Chair of the Executive Committee (i.e., the Board Chair) and Chair of the Finance Committee (Vice Chair), the Board Chair shall appoint the Chairs of the remaining Standing Committees.

Section 4.3.3: The Board Chair may serve for a term of no more than two (2) years and serve no more than two (2) terms. The term of office for the other officers and Executive Committee members shall be for one (1) year, commencing the 1<sup>st</sup> day of July and concluding the 30<sup>th</sup> day of June of the following year, provided however that these other officers and Executive Committee members may serve until their successors are elected or appointed in the same manner as described in Section 4.3.1 or unless otherwise decided by a majority vote of Board members present at a publicly noticed Board meeting after a quorum has been established.

<u>Section 4.4</u>: Officers Vacancy - In the event that an officer or Executive Committee member resigns or for any reason cannot complete his or her term of office, the unexpired portion of his or her term shall be completed by an individual who is nominated and elected in the same manner as described in Section 4.3.1 above.

# ARTICLE V RULES OF PROCEDURE MEETINGS, VOTING RIGHTS, CONFLICT OF INTEREST, AND QUORUM

# Section 5.1: Meeting Procedures:

- A. The Board shall meet a minimum of six (6) times per year, or more often as called by the Board Chair, at a time and place within the local area as determined by the Board Chair.
- B. Written or electronic notice of all Board meetings shall be provided to each Board member within a reasonable amount of time prior to a meeting. The notice shall specify the time, date, location of, and provide an agenda for, the meeting.
- C. All Board meetings and Committee meetings shall be publicly announced, open and accessible to the general public, and shall be conducted in accordance with these Bylaws and the applicable Florida Statutes.
- D. Minutes shall be kept of all Board and Committee meetings, shall be available to the public, and shall be reviewed and approved at the next Board meeting.
- E. The Board attorney shall act as parliamentarian of all Board meetings.
- F. Discussions and participation in all Board and Committee meetings shall be limited to agenda items and to Board members and Board staff, with the following exceptions: (1) regularly scheduled agenda items that call for reports or participation by non-members; (2) comment(s) or other participation by the public relevant to the agenda item under consideration; and (3) any other public comments. Additional items may be added to an agenda upon a vote of the majority of the Board members present at the beginning of the

meeting, after a quorum has been established.

G. A Board member who is unable to attend a Board meeting in person may attend, participate, and vote by telephone or Internet meeting conference.

Section 5.2: Unless a Board member declares a conflict of interest, each Board member present at a meeting, except the Board Chair (or Vice Chair, if presiding), shall have one (1) vote on all matters under consideration by the Board. The Board Chair (or Vice Chair, if presiding) shall vote in the event of a tie provided neither has declared a conflict of interest. A Board member who is unable to attend a Board meeting may designate a non-Board member to appear in his or her place. The designee may participate in the Board's discussions but may not vote. The decignee-shall-be-counted-toward-a-quorum-and-the-Board-member-shall-receive-credit for attendance. A Board member may not vote by written proxy or ballot.

#### Section 5.3: Conflict of Interest

<u>Section 5.3.1</u>: A Board member may not vote on any matter under consideration by the Board or a committee of the Board that would inure to the member's special private gain or loss, provide a direct financial benefit to the Board member, his/her relatives, employer, business associate, or any organization of which he/she is a board or staff member.

When a matter comes before the Board for a vote that would inure to a Board member's special private gain or loss, provide a direct financial benefit to a Board member, or to his or her relatives, employer, business associate, or any organization of which he or she is a board or staff member, that Board member must disclose the nature of his or her interest in any matter under consideration by the Board as a conflict of interest. Such conflict of interest must be disclosed orally by the Board member prior to or at a meeting when the item is discussed or called for a vote, indicating the nature of the conflict prior to the commencement of any discussion or vote on the matter under consideration, and the conflict shall be made a part of the minutes of the meeting before the vote is taken.

The Board member shall also file a written memorandum of the conflict (in a manner that is consistent with the procedures outlined in Fla. Stat. § 112.3143 with the person responsible for recording the minutes of the meeting prior to or at the meeting in which consideration of the matter will take place. Such memorandum shall be read aloud at the current or next Board Meeting.

A Board member with a conflict of interest or a Board member's designee with a conflict of interest (as defined in this Section 5.3.1), whether such conflict of interest is attributable to the Board member or the Board member's designee, may not discuss nor "participate" in any decision-making capacity other than providing specific factual information requested by the Board, without bias or prejudice toward the issue being discussed. For purposes of this Section, "participate" means any attempt to influence the decision by oral or written communication, whether made by the Board member, his or her designee, or at the Board member's direction.

The term "relative" in this section means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law as per Fla. Stat. § 112.3143(1)(c).

Section 5.3.2: Subject to Fla. Stat. § 445.007, all contracts between the Board and a Board member or other person or entity who may benefit financially from a contract ("benefit financially

from a contract" means the special private financial gain to a Board member, a special private financial gain to any principal which retains the Board member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the Board member, other than an agency as defined in Fla. Stat. § 112.312(2), or the special private financial gain to any Board member's relative or business associate or to a Board employee, when such benefit is not remote or speculative) must be approved by a two-thirds (2/3) vote of those Board members in attendance after a quorum has been established. The approval of such contracts shall not be delegated to staff or committees of the Board.

Section 5.3.3: In the event that a Board member's conflict of interest disclosure has not been made prior to the meeting or in the event that a Board member's conflict of interest is unknown prior to the meeting the disclosure of a conflict of interest shall be made orally by the Board member at the meeting when it becomes known to that Board member that a conflict of interest exists. The Board member shall file a written memorandum disclosing the nature of the conflict of interest within fifteen (15) days after the oral disclosure with the Secretary or designated staff member responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall be available to the other Board members, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum. If a Board member attends the meeting but absents himself or herself temporarily from the portion of the meeting during which the Board member would have had a conflict of interest, the Board member must complete and submit the disclosure memorandum described above within fifteen (15) days of the meeting. If a Board member, who would otherwise have a conflict of interest, does not attend the meeting at all, the Board member is still required to disclose and report a conflict of interest within fifteen (15) days from the date of the meeting in which the conflict of interest existed. The Board or the Board member shall announce the member's conflict of interest at the next Board Meeting.

#### Section 5.4: Quorum:

Section 5.4.1: A quorum for any Board or Standing Committee meeting, with the exception of the Executive Committee, shall consist of thirty percent (30%) of the current membership, inclusive of the Board Chair. Any vacant position shall not be included as part of the total number of the current membership for the purpose of determining a quorum until such time as any vacant position has thereafter been filled. Once established, a quorum shall remain in force throughout a given meeting. Unless otherwise required by law or these Bylaws, a motion shall be passed or defeated by a simple majority vote of those members at a meeting after a quorum has been established.

<u>Section 5.4.2</u>: A quorum for a meeting of the Executive Committee shall consist of a majority of the current membership of that committee, inclusive of the Board Chair.

#### ARTICLE VI COMMITTEES

<u>Section 6.1</u>: Standing Committees. The Board shall establish Standing Committees, including the Executive Committee (as described in Article IV, above), the Finance Committee (as described in Section 6.1.1, below), and other Committees as deemed necessary by the Board. Such other committees will be established by the Board and remain in effect until changed or dissolved by subsequent Board action. These Committees shall be advisory, except that they may, with specific authorization by the Board, act on behalf of the Board.

Section 6.1.1: The Finance Committee approves all finance policy, financial statements, budgets, audits, and Board expenditures. This Committee also oversees fiscal integrity and compliance to ensure allowable and allocateable stewardship of Board funds. The Committee recommends to the Board and the Executive Committee whether or not to approve funding of expenditures. The duties and authority of the Finance Committee may be changed by Board vote.

Section 6.2: Ad Hoc Committees. Ad Hoc Committees may be established by the Board Chair to address matters of particular or immediate concern. Such Committees shall terminate upon satisfactory completion of the task for which it was originally established.

<u>Section 6.3</u>:—Nominating-Committee. This-Committee shall-be-established-by-the-Board-Chair-and be composed of two or more Board members with representation from both Alachua and Bradford counties. This Committee shall select its Chair from among its members and shall propose nominees for Vice Chair/Board Chair Elect, Secretary, and the At-large members of the Executive Committee, to be considered at the May or June meeting of the Board each year.

Section 6.4: Committee Appointments and Term. Each Board member shall be appointed by the Board Chair to serve on a Committee. Non-Board members may, at the discretion of the Board, also serve on a Committee in an advisory and non-voting capacity. Committee Chairs shall be Board members, appointed by the Board Chair, and except for Ad Hoc Committees, shall serve for a term of one year. Except for the Executive Committee, if a Committee Chair is not able to attend a Committee meeting, the Committee Chair shall designate an acting Committee Chair prior to the Committee meeting. In the event that a Committee member, including a Committee Chair, cannot complete his or her term of office, the Board Chair shall appoint a Board member to complete the unexpired portion of that term.

# ARTICLE VII COMPENSATION AND EXPENSES OF MEMBERS

<u>Section 7.1</u>: Board members shall receive no compensation for their services. Board members will be reimbursed for travel expenses while engaged in specific activities on behalf of the Board. Such reimbursement shall be made following the submission of appropriate documentation by the Board member, and in accordance with the provisions of applicable Florida Statutes and Board policy.

### ARTICLE VIII AMENDMENTS

<u>Section 8.1</u>: A quorum having been established, these Bylaws may be revised or repealed by an affirmative two-thirds (2/3) vote of those Board members in attendance at a publicly noticed meeting. Such notice shall be mailed or electronically transmitted to all Board members prior to the meeting at which such revision or repeal is voted upon.

Section 8.2: In the event any statute, law, rule, regulation or policy referenced in these Bylaws is later renumbered, amended, or repealed, these Bylaws will de facto be deemed amended accordingly.

### ARTICLE IX ENACTMENT PROVISION

<u>Section 9.1</u>: Consistent with the requirements of Article VIII, these revised Bylaws are effective on the date of approval by the Board as set forth below.

APPROVED BY THE BOARD OF DIRECTORS, this 27 day of Warch, 2017.

ATTEST:

Board Chair

Secretary:

--END--

This plan represents the efforts of CareerSource North Central Florida to implement the Workforce Innovation and Opportunity Act in the following counties:

#### Alachua and Bradford

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

#### **Workforce Development Board Chair**

=		13 Mar 2020
	Alachua County Chief Elected	Official
Signature		Date
SEAL:		
	Bradford County Chief Elected	l Official
Signature		Date
SEAL:		

### ATTACHMENT C: BOARD MEMBER ROSTER AND MEETING MINUTES

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
1	Business	Business Seat	Alachua	VACANT	
2			Alachua	Kinnon Thomas	The Thomas Sound Group, Inc., Owner
3			Alachua	VACANT	
4			Alachua	VACANT	
5			Alachua	Anna Astengo	UF Health Shands, Director of Employment
6			Alachua	Jim Painter	Florida Concrete Masonry Education Council, Executive Director
7			Alachua	Cindy Regen	Exactech, Senior Manager Total Rewards and HRIS
8			Alachua	Gail Redmond	Environmental Consulting & Technology Inc, Corporate Recruiter
9			Alachua	Jeffrey Tate	CTD Holdings, Inc. , COO & CQO
10			Alachua	Don Davis	The Fletcher Family Companies, CFO
11			Alachua	Ethan Fieldman	Study Edge, CEO
12			Alachua	VACANT	
13			Bradford	Edythe Robinson	RBH Wholesale Seasonings, Owner
14			Bradford	Dawn Strickland	Home Sweet Bone, Owner
15			Bradford	Linda Tatum	Tatum Brothers Lumber, CFO
16			Bradford	Patricia Evans	Capital City Bank, Community President for Bradford and Clay counties
17			Bradford	Marty Shaw	Coldwell Banker: Smith and Smith Realty, Owner/Sales

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION			
18	Labor/ Apprenticeships	Labor  Joint Labor-	Alachua	James Ingle	International Brotherhood of Electrical Workers (IBEW), President/Organizer			
19		Management Apprenticeship Program	Alachua	Jeremiah Tattersall	Florida AFL-CIO, Field Staff			
20			Alachua/Bradford	Shawn Graves	International Brotherhood of Electrical Workers- Local 1205, Treasurer			
21	Labor/ Apprenticeships/ CBO	CBO working with persons with disabilities,	Alachua/Bradford	Vicki Van Buren	American Legion Haisley Post 16, Commander			
22		veterans, or other barriers to employment or other	other barriers to employment or other	other barriers to employment or other	other barriers to employment or	Alachua/Bradford	John Alexander	Gainesville Police Department-Reichert House, Executive Director
23		workiing with employment, training and	Alachua/Bradford	Jonathan Leslie	Florida Institute For Workforce Innovation, Principal Officer			
24		education of eligible youth including out of school youth	Alachua/Bradford	Jon DeCarmine	GRACE Marketplace, Executive Director			
25	Education	Adult education and literacy	Alachua/Bradford	Lynn Nobles	North Florida Technical College, Director			
26		Institution of Higher Education	Alachua/Bradford	Dr. Jackson Sasser	Santa Fe College, Former President			
27	Economic/ Community Development and Other Entities	Vocational Rehabilitation	Alachua/Bradford	Angie White	Vocational Rehabilitation, Area Director			

BOARD SEAT	CATEGORY PER DEO GUIDANCE	SEAT DESCRIPTION	COUNTY	BOARD MEMBER NAME	AFFILIATION & POSITION
28		Representative of economic and community development entities serving the local area. Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development.	Alachua	Robert "Hutch" Hutchinson	Alachua County Commission, County Commissioner
29	Education		Alachua/Bradford	VACANT	
30	Economic/ Community Development and Other Entities	Representative of economic and community development entities serving the local area. Local planning or zoning commission or board, community development agency, or other local agency responsible for regulating, promoting or assisting in local economic development.	Bradford	Ross Chandler	Bradford County Commission, County Commissioner

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31	Other Entities	Organization representing public assistance	Alachua/Bradford	Cheryl Twombly	Department of Children and Families, DCF Community Development Administrator
32		Housing	Alachua/Bradford	Kali Blount	Alachua County Housing Authority, Co-Chair
33			Alachua/Bradford	VACANT	

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33			Alachua/Bradford	VACANT	

### LOCAL AGREEMENTS

Career Source North Central Florida currently has one entity operating in multiple roles, as Dynamic Workforce Solutions currently serves as both One-Stop Operator and Adult and Youth Career Service Provider. At this time, the CareerSource North Central Florida Workforce Development Board procuring an independent third party to conduct monitoring, which will provide an additional layer to ensuring adequate firewalls among entities and roles. This third-part monitor will review operations and advise Elected Officials and Board staff of any findings and recommendations for improvement.

### BYLAWS OF THE ALACHUA BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD

## ARTICLE I CREATION, AUTHORITY, AND SERVICE DELIVERY AREA

- Section 1.1: In accordance with the provisions of the Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128), and the conforming provisions of the Workforce Innovation Act of 2000 (Florida Statutes, Chapter 445), (collectively referred to as "WIOA"), and further in accordance with that certain Interlocal Agreement adopted by the Alachua County Board of County Commissioners and the Bradford County Board of County Commissioners, the Alachua Bradford Local Workforce Development Board, also referred to as Career Source North-Central Florida (the "Board"), has been created.
- <u>Section 1.2</u>: The Board has the authority to perform certain specified duties necessary to accomplish the functions and purposes of WIOA pursuant to Federal and State of Florida laws, policies, regulations, guidance, and the Interlocal Agreement.
- Section 1.3: The geographic service delivery area of the Board is Alachua and Bradford Counties, Florida (the "local area").
- <u>Section 1.4</u>: The Board may contract to participate in, may associate with, may engage in, or may otherwise participate in programs and activities outside the local area in furtherance of the Board's goals, duties, and functions.

### ARTICLE II PURPOSES

#### Section 2.1: The purposes of the Board are:

- A. To provide operational oversight and policy guidance in the local area, to include Board administration, provision of workforce services, provision of universal career counseling, assisting economic development alignment, operation of the one-stop service/career centers, providing client access, overseeing program compliance, overseeing financial and programmatic accountability, overseeing performance outcomes with the respect to workforce training activities for youth, disabled, economically disadvantaged, underemployed or unskilled adults, overseeing communications and community outreach, disseminating workforce and labor market information, and providing assistance in efforts to grow the economy in the local area, all pursuant to WIOA and the Interlocal Agreement;
- B. To conduct workforce research and labor market analysis to assist in the development of the Local Workforce Services Plan (the "Plan"), obtain public input for development of the Plan, receive, approval of the Plan by the Chief Elected Officials of Alachua County and Bradford County, Florida and the State of Florida, and to thereafter administer the Plan in the local area;
- C. To ensure that comprehensive reviews, monitoring, and evaluations of related workforce programs in the local area occur on a regular basis;
- D. To lead efforts to engage with a diverse range of employers, businesses, business associations, and public sector entities to promote business representation in the workforce

- system; to ensure that workforce activities meet the needs of employers and support economic growth; and to develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers, all within the local area;
- E. To lead efforts to develop and implement career pathways in alignment with labor market needs within the local area in coordination with representatives of local education and training providers; and
- F. To designate the One-Stop Operator and workforce service providers. In doing so, the Board shall take an active role in the oversight of services provided by contracted providers including regular financial and performance reviews, approval of any actions required for corrective\_action\_or\_continuous\_improvement,\_and\_final\_authority\_for\_execution\_of\_contracts\_and payments.

### ARTICLE III MEMBERSHIP

- Section 3.1: Composition of the Local Workforce Development Board The composition of the Board shall meet the requirements set forth by WIOA. The majority of Board members shall be representatives of private sector businesses operating in the local area that meet the requirements specified in the Interlocal Agreement as may be amended from time-to-time, and by CareerSource Florida's Administrative Policy Local Workforce Development Board Composition, Certification and Decertification, as that Policy may be amended from time-to-time by CareerSource Florida, Inc.
- <u>Section 3.2</u>: Membership Nominations and Appointments Board members shall be nominated as set forth by law, and pursuant to the process established in the Interlocal Agreement shall be appointed by the Chief Elected Officials of Alachua and/or Bradford Counties.
- <u>Section 3.3</u>: Terms of Appointment Board members shall be appointed for fixed terms. The term and conditions of re-appointment, renewal or filling of vacancies are specified in the Interlocal Agreement.
- Section 3.4: Termination Termination of Board membership due to failure to meet attendance requirements are set forth in the Interlocal Agreement. Additionally, all Board members are subject to having his or her membership terminated for any activity that is non-compliant with these Bylaws, or for violating duly promulgated Board rules or policies, or upon adjudication of violating existing regulations, laws that relate to the Board and its purposes and duties, or upon conviction for violation of Federal or State laws, or for cause. "For cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance. It shall be the responsibility of the Board's Executive Committee to review each individual case and determine whether a Board member should be removed or whether circumstances justify that Board member's retention. Additionally, the Governor may remove for cause a Board member, or the Board's Executive Director, or the designated person responsible for operational and administrative functions of the Board.
- <u>Section 3.5</u>: Financial Disclosure and Personal Interest All Board members shall comply with the provision of applicable Florida Statutes relating to <u>Standards of Conduct for Public Officials</u> and <u>Employees</u>, particularly those portions requiring <u>Disclosure of Private Interests for Public</u>

Officials and Employees. All Board members shall comply with the provision of applicable Florida Statutes requiring that no official, *i.e.*, a Board member, use his/her position to secure special privilege or exemption for himself/herself or others.

<u>Section 3.6</u>: Sunshine Law - The meetings of the Board are governed by Florida Statutes, Chapter 286 (the "Government in the Sunshine Act"). The Government in the Sunshine Act also applies to Board members.

### ARTICLE IV OFFICERS AND EXECUTIVE COMMITTEE

- <u>Section 4.1</u>: Officers—The officers of the Board shall be the Board Chair, Vice Chair/Board Chair Elect, and the Secretary.
- Section 4.1.1: Board Chair The Board Chair shall be a private sector Board member and shall perform all duties incident to the office of Board Chair, inclusive of signing Board documents, representing the Board, and presiding at all Board of Directors meetings.
- <u>Section 4.1.2</u>: Vice Chair/Board Chair Elect The Vice Chair/Board Chair Elect shall be a private sector Board member and shall act as Board Chair in the absence of the Board Chair or at the direction of the Board Chair. The Vice Chair/Board Chair Elect shall serve as the Chair of the Finance Committee and shall ascend to the position of Board Chair during the next term of office unless otherwise decided by a majority vote of the Board members present at a publicly noticed meeting to elect officers.
- <u>Section 4.1.3</u>: Secretary The Secretary shall be a Board member and perform the duties incident to the office, which shall include keeping, or causing to be kept, appropriate minutes of all Board of Directors and Board committee meetings.
- Section 4.2: Executive Committee The Executive Committee shall be comprised of:
- (a) The Board Chair, Vice Chair/Board Chair Elect, and Secretary.
- (b) Two (2) At-large Board members (one from Alachua County and one from Bradford County),
- (c) All Standing Committee Chairs (see Article VI Committees, below), and the
- (d) Immediate past Board Chair, if still a Board member.
- Section 4.2.1: At least four (4) members of the Executive Committee shall be representatives of the private sector. The Board Chair shall serve as the Chair of the Executive Committee. Except as prohibited by Section 5.3.2 of these Bylaws, the Executive Committee shall be empowered to act, as necessary, on behalf of the entire Board of Directors. At the next meeting of the Board of Directors, the membership shall be advised of any action taken by the Executive Committee pursuant to this authority.
- Section 4.3: Election and Terms of Office for Officers and Executive Committee Members:
- Section 4.3.1: The Vice Chair/Board Chair Elect shall automatically succeed as the Board Chair unless otherwise decided by a majority vote of the Board members present at a publicly noticed meeting to elect officers. A new Vice Chair/Board Chair Elect, the Secretary, and the two (2) Atlarge Board members shall be elected by a majority vote of the Board members present at a publically announced meeting to elect officers. The Nominating Committee shall present nominations for officers and the two (2) At-large members to the Board of Directors. In addition,

any Board member who meets the requirements to hold office may be nominated by a Board member from the floor for the position of Officer or At-large member of the Executive Committee. If for any reason the Vice Chair/Board Chair Elect is unable to serve as the Board Chair, a new Board Chair will be elected by a majority vote of the Board members present at a publicly noticed Board meeting to elect officers and after a quorum has been established.

<u>Section 4.3.2</u>: Except for the Chair of the Executive Committee (i.e., the Board Chair) and Chair of the Finance Committee (Vice Chair), the Board Chair shall appoint the Chairs of the remaining Standing Committees.

Section 4.3.3: The Board Chair may serve for a term of no more than two (2) years and serve no more than two (2) terms. The term of office for the other officers and Executive Committee members shall be for one (1) year, commencing the 1<sup>st</sup> day of July and concluding the 30<sup>th</sup> day of June of the following year, provided however that these other officers and Executive Committee members may serve until their successors are elected or appointed in the same manner as described in Section 4.3.1 or unless otherwise decided by a majority vote of Board members present at a publicly noticed Board meeting after a quorum has been established.

<u>Section 4.4</u>: Officers Vacancy - In the event that an officer or Executive Committee member resigns or for any reason cannot complete his or her term of office, the unexpired portion of his or her term shall be completed by an individual who is nominated and elected in the same manner as described in Section 4.3.1 above.

# ARTICLE V RULES OF PROCEDURE MEETINGS, VOTING RIGHTS, CONFLICT OF INTEREST, AND QUORUM

#### Section 5.1: Meeting Procedures:

- A. The Board shall meet a minimum of six (6) times per year, or more often as called by the Board Chair, at a time and place within the local area as determined by the Board Chair.
- B. Written or electronic notice of all Board meetings shall be provided to each Board member within a reasonable amount of time prior to a meeting. The notice shall specify the time, date, location of, and provide an agenda for, the meeting.
- C. All Board meetings and Committee meetings shall be publicly announced, open and accessible to the general public, and shall be conducted in accordance with these Bylaws and the applicable Florida Statutes.
- D. Minutes shall be kept of all Board and Committee meetings, shall be available to the public, and shall be reviewed and approved at the next Board meeting.
- E. The Board attorney shall act as parliamentarian of all Board meetings.
- F. Discussions and participation in all Board and Committee meetings shall be limited to agenda items and to Board members and Board staff, with the following exceptions: (1) regularly scheduled agenda items that call for reports or participation by non-members; (2) comment(s) or other participation by the public relevant to the agenda item under consideration; and (3) any other public comments. Additional items may be added to an agenda upon a vote of the majority of the Board members present at the beginning of the

meeting, after a quorum has been established.

G. A Board member who is unable to attend a Board meeting in person may attend, participate, and vote by telephone or Internet meeting conference.

Section 5.2: Unless a Board member declares a conflict of interest, each Board member present at a meeting, except the Board Chair (or Vice Chair, if presiding), shall have one (1) vote on all matters under consideration by the Board. The Board Chair (or Vice Chair, if presiding) shall vote in the event of a tie provided neither has declared a conflict of interest. A Board member who is unable to attend a Board meeting may designate a non-Board member to appear in his or her place. The designee may participate in the Board's discussions but may not vote. The decignee-shall-be-counted-toward-a-quorum-and-the-Board-member-shall-receive-credit for attendance. A Board member may not vote by written proxy or ballot.

#### Section 5.3: Conflict of Interest

<u>Section 5.3.1</u>: A Board member may not vote on any matter under consideration by the Board or a committee of the Board that would inure to the member's special private gain or loss, provide a direct financial benefit to the Board member, his/her relatives, employer, business associate, or any organization of which he/she is a board or staff member.

When a matter comes before the Board for a vote that would inure to a Board member's special private gain or loss, provide a direct financial benefit to a Board member, or to his or her relatives, employer, business associate, or any organization of which he or she is a board or staff member, that Board member must disclose the nature of his or her interest in any matter under consideration by the Board as a conflict of interest. Such conflict of interest must be disclosed orally by the Board member prior to or at a meeting when the item is discussed or called for a vote, indicating the nature of the conflict prior to the commencement of any discussion or vote on the matter under consideration, and the conflict shall be made a part of the minutes of the meeting before the vote is taken.

The Board member shall also file a written memorandum of the conflict (in a manner that is consistent with the procedures outlined in Fla. Stat. § 112.3143 with the person responsible for recording the minutes of the meeting prior to or at the meeting in which consideration of the matter will take place. Such memorandum shall be read aloud at the current or next Board Meeting.

A Board member with a conflict of interest or a Board member's designee with a conflict of interest (as defined in this Section 5.3.1), whether such conflict of interest is attributable to the Board member or the Board member's designee, may not discuss nor "participate" in any decision-making capacity other than providing specific factual information requested by the Board, without bias or prejudice toward the issue being discussed. For purposes of this Section, "participate" means any attempt to influence the decision by oral or written communication, whether made by the Board member, his or her designee, or at the Board member's direction.

The term "relative" in this section means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law as per Fla. Stat. § 112.3143(1)(c).

Section 5.3.2: Subject to Fla. Stat. § 445.007, all contracts between the Board and a Board member or other person or entity who may benefit financially from a contract ("benefit financially

from a contract" means the special private financial gain to a Board member, a special private financial gain to any principal which retains the Board member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the Board member, other than an agency as defined in Fla. Stat. § 112.312(2), or the special private financial gain to any Board member's relative or business associate or to a Board employee, when such benefit is not remote or speculative) must be approved by a two-thirds (2/3) vote of those Board members in attendance after a quorum has been established. The approval of such contracts shall not be delegated to staff or committees of the Board.

Section 5.3.3: In the event that a Board member's conflict of interest disclosure has not been made prior to the meeting or in the event that a Board member's conflict of interest is unknown prior to the meeting the disclosure of a conflict of interest shall be made orally by the Board member at the meeting when it becomes known to that Board member that a conflict of interest exists. The Board member shall file a written memorandum disclosing the nature of the conflict of interest within fifteen (15) days after the oral disclosure with the Secretary or designated staff member responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall be available to the other Board members, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum. If a Board member attends the meeting but absents himself or herself temporarily from the portion of the meeting during which the Board member would have had a conflict of interest, the Board member must complete and submit the disclosure memorandum described above within fifteen (15) days of the meeting. If a Board member, who would otherwise have a conflict of interest, does not attend the meeting at all, the Board member is still required to disclose and report a conflict of interest within fifteen (15) days from the date of the meeting in which the conflict of interest existed. The Board or the Board member shall announce the member's conflict of interest at the next Board Meeting.

#### Section 5.4: Quorum:

Section 5.4.1: A quorum for any Board or Standing Committee meeting, with the exception of the Executive Committee, shall consist of thirty percent (30%) of the current membership, inclusive of the Board Chair. Any vacant position shall not be included as part of the total number of the current membership for the purpose of determining a quorum until such time as any vacant position has thereafter been filled. Once established, a quorum shall remain in force throughout a given meeting. Unless otherwise required by law or these Bylaws, a motion shall be passed or defeated by a simple majority vote of those members at a meeting after a quorum has been established.

<u>Section 5.4.2</u>: A quorum for a meeting of the Executive Committee shall consist of a majority of the current membership of that committee, inclusive of the Board Chair.

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<u>Section 6.3</u>:—Nominating-Committee. This-Committee shall-be-established-by-the-Board-Chair-and be composed of two or more Board members with representation from both Alachua and Bradford counties. This Committee shall select its Chair from among its members and shall propose nominees for Vice Chair/Board Chair Elect, Secretary, and the At-large members of the Executive Committee, to be considered at the May or June meeting of the Board each year.

Section 6.4: Committee Appointments and Term. Each Board member shall be appointed by the Board Chair to serve on a Committee. Non-Board members may, at the discretion of the Board, also serve on a Committee in an advisory and non-voting capacity. Committee Chairs shall be Board members, appointed by the Board Chair, and except for Ad Hoc Committees, shall serve for a term of one year. Except for the Executive Committee, if a Committee Chair is not able to attend a Committee meeting, the Committee Chair shall designate an acting Committee Chair prior to the Committee meeting. In the event that a Committee member, including a Committee Chair, cannot complete his or her term of office, the Board Chair shall appoint a Board member to complete the unexpired portion of that term.

# ARTICLE VII COMPENSATION AND EXPENSES OF MEMBERS

<u>Section 7.1</u>: Board members shall receive no compensation for their services. Board members will be reimbursed for travel expenses while engaged in specific activities on behalf of the Board. Such reimbursement shall be made following the submission of appropriate documentation by the Board member, and in accordance with the provisions of applicable Florida Statutes and Board policy.

### ARTICLE VIII AMENDMENTS

<u>Section 8.1</u>: A quorum having been established, these Bylaws may be revised or repealed by an affirmative two-thirds (2/3) vote of those Board members in attendance at a publicly noticed meeting. Such notice shall be mailed or electronically transmitted to all Board members prior to the meeting at which such revision or repeal is voted upon.

Section 8.2: In the event any statute, law, rule, regulation or policy referenced in these Bylaws is later renumbered, amended, or repealed, these Bylaws will de facto be deemed amended accordingly.

### ARTICLE IX ENACTMENT PROVISION

<u>Section 9.1</u>: Consistent with the requirements of Article VIII, these revised Bylaws are effective on the date of approval by the Board as set forth below.

APPROVED BY THE BOARD OF DIRECTORS, this 27 day of Warch, 2017.

ATTEST:

pard Chair / Maw

Secretary:

--END--