

## MEMORANDUM OF UNDERSTANDING

between

**Workforce Escarosa, Inc.**

**dba CareerSource Escarosa**

and

**Florida Department of Education, Division of Blind Services**

**SA-121**

### 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 (WIOA) of 2014, is entered into between the **Florida Department of Education, Division of Blind Services**, (hereafter referred to as the "Partner") and **Workforce Escarosa, Inc. d/b/a CareerSource Escarosa**, (hereafter referred to as **CareerSource Escarosa**).

### 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 Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. 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 within Escambia and Santa Rosa Counties, Florida.

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

### III. PROVISION OF SERVICES

- A.** The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

**CareerSource Escarosa will perform the following functions:**

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; 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 in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*
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 7:30 a.m. until 4:30 p.m., Monday through Friday (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 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 perform the following functions:**

1. Coordinate with CareerSource Escarosa 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 Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in

providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.
6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.
8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

#### **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**

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

#### **VI. TERM**

The term of this MOU shall commence on July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023, and may be renewed for an additional three-year term. This MOU may be

terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this Agreement.

## **VII. 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.

## **VIII. ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT**

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

## **IX. NON-DISCRIMINATION**

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

## **X. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

## **XI. GOVERNANCE**


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

**XII. DISPUTE RESOLUTION**

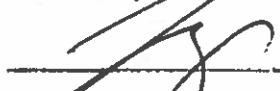
1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

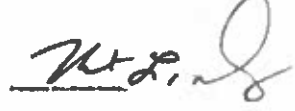
**XIII. SIGNATURES**

APPROVED BY:  
CareerSource Escarosa

By:   
Name: Marcus L. McBride, PhD  
Title: Chief Executive Officer  
Date: 9/8/20

APPROVED BY PARTNER:  
Florida Department of Education

By:   
Name: Richard Concoran J. A. Kelly  
Title: Commissioner of Education Chris B. ...  
Date: 2/11/21

By:   
Name: Robert L. Doyle, III  
Title: Div of Blind Services Director  
Date: 2/1/2021

**SANTA ROSA COUNTY BOARD  
OF COMMISSIONERS**

*Don Salter*

Signature

W.D. "Don" Salter, Chairman  
Printed Name

BOCC Approved October 8, 2020  
Date

**ATTEST: Donald C. Spencer  
Clerk of the Circuit Court**

By: *Donald C. Spencer*  
Clerk



ESCAMBIA COUNTY BOARD OF COMMISSIONERS  
Escambia County, Florida

*Robert Bender*

Signature

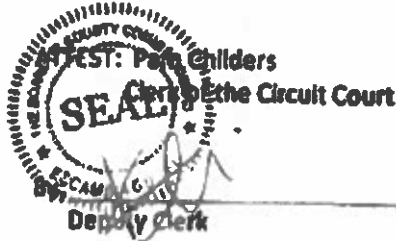
Robert Bender

~~Stump Base~~ Chairman

Printed Name

11/9/21

Date



Approved as to form and legal  
sufficiency.

By/Title:

*Kia M. Johnson*

Date:

10-20-2020

**INFRASTRUCTURE FUNDING AGREEMENT  
FOR ONE-STOP CAREER CENTER SYSTEM  
BETWEEN THE DEPARTMENT OF EDUCATION  
AND WORKFORCE ESCAROSA, INC.**

**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 Blind Services (hereafter referred to as the Partner) and WorkForce Escarosa, Inc. (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 Escambia and Santa Rosa 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**

Refer to the Infrastructure Funding Agreement Attachment A.

**IV. COST ALLOCATION METHODOLOGY**

CareerSource selected Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center, as outlined in Attachment A. 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**

Refer to the Infrastructure Funding Agreement Attachment A.

**VI. PARTNER CONTRIBUTION AMOUNTS**

The Partner will be responsible for .2 FTE based on the Partner's benefit from and presence in the CareerSource center. This amounts to a total cost of \$3,005 for the Partner. See Attachment A.



This will be handled through in-kind services where the Partner Agency will provide training for all front line CareerSource staff at least one time during the program year. Such training will be designed to help staff better understand the obstacles faced by vision impaired individuals when seeking employment assistance through a career center. Training shall also be designed to improve the knowledge base of front line CareerSource staff as to resources available to assist individuals with vision impairment.

## **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:
  - o Quarterly cost information and documentation of the actual costs,
  - o 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:
  - o Compare budgeted costs to actual costs,
  - o Update the allocation bases, and
  - o 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 RESOLUTION**

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

## **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. 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 the date executed by all parties. The term of this IFA shall commence on July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023.

## **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 VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

**SIGNATURES**

{WorkForce Escarosa, Inc  
D/B/A CareerSource Escarosa):

M. L. McBride  
Signature

Marcus L. McBride, Chief Executive Director  
Printed Name

9/8/20  
Date

Department of Education (Partners):

[Signature]  
Signature

Richard Corcoran, Commissioner of Education  
Printed Name

2/11/21  
Date  
*J. Alcock, Christopher*

[Signature]  
Signature

Robert L. Doyle, Division of Blind Services Director  
Printed Name

2/1/2021  
Date

**[Santa Rosa County Board of Commissioners]:**

Don Salter  
Signature

W.D. "Don" Salter, Chairman  
Printed Name

BOCC Approved October 8, 2020  
Date

**ATTEST: Donald C. Spencer**  
**Clerk of the Circuit Court**

By: Donald C. Spencer  
Clerk



[Escambia County Board of Commissioners]:  
Escambia County, Florida

*Robert Bender*

Signature

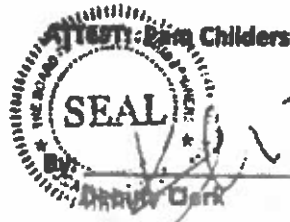
Robert Bender

~~Steven Barry, Chairman~~

Printed Name

11/19/21

Date



Approved as to form and legal  
sufficiency.

By/Title: *Kris M. Johnson*

Date: 10-20-2020

