

**MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM  
And The National Caucus Center on Black Aged, Inc.**

**I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014 and Rehabilitation Act of 1973, 29 U.S. Code section 721(a), and is entered into by **The National Caucus Center on Black Aged, Inc.** (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 authorize 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 and to 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 services, 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. DESCRIPTION/ACCESS TO SERVICES**

A. The local area workforce board d/b/a CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa counties as the administrative entity, grant recipient and fiscal agent. CareerSource Escarosa and the Partner will provide access and delivery of services in accordance with 34 CFR §463.500(1), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(I). The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.505 and 34CFR §361.720.

CareerSource Escarosa will perform the following functions:

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

Verified By:   
Date: 8/18/2023

2. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with 20 CFR §678.700 through §678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

a. Effective Period

The Infrastructure Funding Agreement (IFA) is entered into on July 1, 2023 and must terminate on June 30, 2024.

b. Cost Allocation Methodology

Infrastructure costs per the annual budget are allocated by FTE for Partners and programs that are physically located in the One-Stop Center.

c. Payment

CareerSource Escarosa shall submit to the Partner, a quarterly invoice to cover costs that are agreed to, to be paid within 30 days. Refer to Attachment A -Infrastructure Funding Agreement (IFA) FY2024 One-Stop Budget Projection.

d. Costs Reconciliation and Allocation

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

e. Steps Utilized to Reach Consensus

The Partners and CareerSource conferred regarding the involvement of each Partner at the CareerSource Escarosa Centers. The appropriate allocation bases were discussed, and those bases included were agreed upon as the most appropriate. CareerSource Escarosa proposed the initial Partner Contribution Amounts as described above and the Partners

concluded 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.

**f. 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:

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 Escarosa 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 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 Escarosa and to the Director of the Partner organization or impose other remedies to resolve the issue.
4. 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.

**g. Appeal**

The One-Stop Partner may appeal to the State of Florida regarding infrastructure costs, using the process described in 34CFR §463.750, that result in a change to the One-Stop Partner's infrastructure cost contributions, updating this MOU to reflect changes to the final One-Stop Partner infrastructure cost contributions.

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 (Region 1: Escambia and Santa Rosa counties) that shall be open to the public from 8:00 a.m. until 4:00 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 Escarosa 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 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 20 CFR §678.700 through §678.755 and the funding of shared services and operating costs in accordance with 20 CFR §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.
  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, on request.
  6. Participate in local recruiting events and share information with one another on placement and performance.
  7. Provide feedback to CareerSource Escarosa management regarding the performance of the One-Stop collaboration, including its effectiveness and success.
  8. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource Escarosa staff.
  9. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

**IV. METHODS OF REFERRAL**

Internal cross-referral procures 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 to the One-Stop system in a matter which satisfies the requirements of 34 CFR §463.500(3), Subtitle B, Chapter 1 §121(c)(2)(iii).

**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; provided however, that the Partner shall not be prohibited from releasing any records deemed a public record and required to be released pursuant to Chapter 119, Florida Statutes.

**VI. TERM**

In accordance with 34CFR §463.500(5)(6)(d), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(v), this MOU is effective July 1, 2023 through June 30, 2026.

This MOU:

1. Will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period, to ensure appropriate funding and delivery of services.
2. Must be updated not less than every three (3) years to reflect any changes in the signatory official of the Partner, One-Stop Partners, and Chief Elected Official(s), or one-stop infrastructure funding.
3. Will not be considered executed without the signature of all parties.
4. May be terminated for convenience at any time by either party upon thirty (30) days written notice.

The Infrastructure Agreement is effective upon signature of this document, and terminates on June 30, 2024.

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.

**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**

CareerSource 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 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 One-Stop Partner agency services and/or employment on the basis of race, ethnicity, national origin, color, gender/sex, age, religion, marital status, pregnancy, disability, sexual orientation, gender identity, 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.

One-Stop Partners agree to comply fully with the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, 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 29CFR Part 37 and all other regulations implementing the aforementioned laws.

**X. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Escarosa and 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. NO PARTNERSHIP OR JOINT VENTURE**

This Agreement is styled as a "One-Stop Partner Agreement" for purposes of compliance with the Workforce Innovation and Opportunity Act of 2014 and the Federal regulations promulgated thereunder. The use of the term "Partner" herein is not a designation of a business entity and refers only to the collaboration of the parties to this agreement to provide public services under the ACT and shall in no way signify that the parties agree

or purport to be bound under the Partnership laws of the State of Florida set forth in Chapter 620, Florida Statutes. Nothing herein contained shall constitute a business Partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by any representation, act or omission of the other in any manner contrary to the provisions hereof.

**XIII. SIGNATURES**

CareerSource Escarosa:

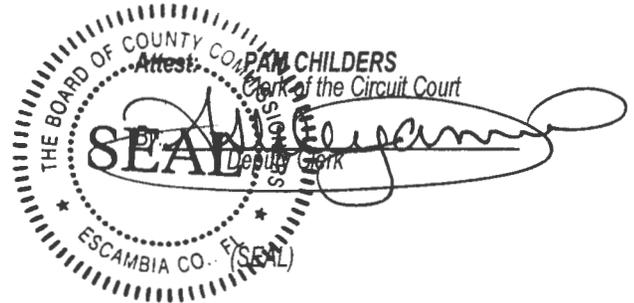
*Kathaleen Cole*  
Signature  
Kathaleen Cole, Chair  
Printed Name  
7/14/23  
Date

National Caucus Center on Black Aged, Inc.:

*Gail Emerich*  
Signature  
GAIL EMERICH  
Printed Name  
6/20/23  
Date

Chief Local Elected Official - Region I:  
Escambia County

*Lumon J. May*  
Signature  
Lumon J. May, Chairman  
Printed Name  
8/17/2023  
Date



Date Executed: 8/17/2023  
BCC Approved: 8/16/2023

Approved as to form and legal sufficiency.

By/Title: *Chm* ALC  
Date: 8/2/23



ATTACHMENT B

WORKFORCE ESCANOSA, INC  
INFRASTRUCTURE FUNDING AGREEMENT (IFA)  
FY2024 ONE-STOP BUDGET PROJECTION

FY	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
Capital Costs	2,877	531	108	621	173	124	134	148	164	181	200	220	241	263	286	310	335	360	386	413	441	470	500	530	561	593	626	660	695	731	768	806	845	885	926	968	1,011	1,055	1,100	1,146	1,193	1,241	1,290	1,340	1,391	1,443	1,496	1,550	1,605	1,661	1,718	1,776	1,835	1,895	1,956	2,018	2,081	2,145	2,210	2,276	2,343	2,411	2,480	2,550	2,621	2,693	2,766	2,840	2,915	2,991	3,068	3,146	3,225	3,305	3,386	3,468	3,551	3,635	3,720	3,806	3,893	3,981	4,070	4,160	4,251	4,343	4,436	4,530	4,625	4,721	4,818	4,916	5,015	5,115	5,216	5,318	5,421	5,525	5,630	5,736	5,843	5,951	6,060	6,170	6,281	6,393	6,506	6,620	6,735	6,851	6,968	7,086	7,205	7,325	7,446	7,568	7,691	7,815	7,940	8,066	8,193	8,321	8,450	8,580	8,711	8,843	8,976	9,110	9,245	9,381	9,518	9,656	9,795	9,935	10,076	10,218	10,361	10,505	10,650	10,796	10,943	11,091	11,240	11,390	11,541	11,693	11,846	12,000	12,155	12,311	12,468	12,626	12,785	12,945	13,106	13,268	13,431	13,595	13,760	13,926	14,093	14,261	14,430	14,600	14,771	14,943	15,116	15,290	15,465	15,641	15,818	16,000	16,183	16,367	16,552	16,738	16,925	17,114	17,304	17,495	17,687	17,880	18,074	18,270	18,467	18,665	18,865	19,066	19,268	19,471	19,675	19,880	20,086	20,293	20,501	20,710	20,920	21,131	21,343	21,556	21,770	21,985	22,201	22,418	22,636	22,855	23,075	23,296	23,518	23,741	23,965	24,190	24,416	24,643	24,871	25,100	25,330	25,561	25,793	26,026	26,260	26,495	26,731	26,968	27,206	27,445	27,685	27,926	28,168	28,411	28,655	28,900	29,146	29,393	29,641	29,890	30,140	30,391	30,643	30,896	31,150	31,405	31,661	31,918	32,176	32,435	32,695	32,956	33,218	33,481	33,745	34,010	34,276	34,543	34,811	35,080	35,350	35,621	35,893	36,166	36,440	36,715	36,991	37,268	37,546	37,825	38,105	38,386	38,668	38,951	39,235	39,520	39,806	40,093	40,381	40,670	40,960	41,251	41,543	41,836	42,130	42,425	42,721	43,018	43,316	43,615	43,915	44,216	44,518	44,821	45,125	45,430	45,736	46,043	46,351	46,660	46,970	47,281	47,593	47,906	48,220	48,535	48,851	49,168	49,486	49,805	50,125	50,446	50,768	51,091	51,415	51,740	52,066	52,393	52,721	53,050	53,380	53,711	54,043	54,376	54,710	55,045	55,381	55,718	56,056	56,395	56,735	57,076	57,418	57,761	58,105	58,450	58,796	59,143	59,491	59,840	60,190	60,541	60,893	61,246	61,600	61,955	62,311	62,668	63,026	63,385	63,745	64,106	64,468	64,831	65,195	65,560	65,926	66,293	66,661	67,030	67,399	67,770	68,142	68,515	68,889	69,264	69,640	70,017	70,395	70,774	71,154	71,535	71,917	72,300	72,684	73,069	73,455	73,842	74,230	74,619	75,009	75,400	75,792	76,185	76,579	76,974	77,370	77,767	78,165	78,564	78,964	79,365	79,767	80,170	80,574	80,979	81,385	81,792	82,199	82,607	83,016	83,426	83,837	84,248	84,660	85,073	85,487	85,902	86,317	86,733	87,150	87,568	87,987	88,407	88,828	89,249	89,671	90,094	90,518	90,943	91,369	91,795	92,222	92,650	93,079	93,509	93,940	94,372	94,805	95,239	95,674	96,110	96,547	96,985	97,424	97,864	98,305	98,747	99,190	99,634	100,079	100,525	100,972	101,420	101,869	102,319	102,770	103,222	103,675	104,129	104,584	105,040	105,497	105,955	106,414	106,874	107,335	107,797	108,260	108,724	109,189	109,655	110,122	110,590	111,059	111,529	112,000	112,472	112,945	113,419	113,894	114,370	114,847	115,325	115,804	116,284	116,765	117,247	117,730	118,214	118,699	119,185	119,672	120,160	120,649	121,139	121,630	122,122	122,615	123,109	123,604	124,100	124,597	125,095	125,594	126,094	126,595	127,097	127,600	128,104	128,609	129,115	129,622	130,130	130,639	131,149	131,660	132,172	132,685	133,199	133,714	134,230	134,747	135,265	135,784	136,304	136,825	137,347	137,870	138,394	138,919	139,445	139,972	140,500	141,029	141,559	142,090	142,622	143,155	143,689	144,224	144,760	145,297	145,835	146,374	146,914	147,455	147,997	148,540	149,084	149,629	150,175	150,722	151,270	151,819	152,369	152,920	153,472	154,025	154,579	155,134	155,690	156,247	156,805	157,364	157,924	158,485	159,047	159,610	160,174	160,739	161,305	161,872	162,440	163,009	163,579	164,150	164,722	165,295	165,869	166,444	167,020	167,597	168,175	168,754	169,334	169,915	170,497	171,080	171,664	172,249	172,835	173,422	174,010	174,599	175,189	175,780	176,372	176,965	177,559	178,154	178,750	179,347	179,945	180,544	181,144	181,745	182,347	182,950	183,554	184,159	184,765	185,372	185,980	186,589	187,199	187,810	188,422	189,035	189,649	190,264	190,880	191,497	192,115	192,734	193,354	193,975	194,597	195,220	195,844	196,469	197,095	197,722	198,350	198,979	199,609	200,240	200,872	201,505	202,139	202,774	203,410	204,047	204,685	205,324	205,964	206,605	207,247	207,890	208,534	209,179	209,825	210,472	211,120	211,769	212,419	213,070	213,722	214,375	215,029	215,684	216,340	216,997	217,655	218,314	218,974	219,635	220,297	220,960	221,624	222,289	222,955	223,622	224,290	224,959	225,629	226,300	226,972	227,645	228,319	228,994	229,670	230,347	231,025	231,704	232,384	233,065	233,747	234,430	235,114	235,800	236,487	237,175	237,864	238,554	239,245	239,937	240,630	241,324	242,019	242,715	243,412	244,110	244,809	245,509	246,210	246,912	247,615	248,319	249,024	249,730	250,437	251,145	251,854	252,564	253,275	253,987	254,699	255,412	256,126	256,841	257,557	258,274	258,992	259,711	260,431	261,152	261,874	262,597	263,321	264,046	264,772	265,499	266,227	266,956	267,686	268,417	269,149	269,882	270,616	271,351	272,087	272,824	273,562	274,301	275,041	275,782	276,524	277,267	278,011	278,756	279,502	280,249	280,997	281,746	282,496	283,247	284,000	284,754	285,509	286,265	287,022	287,780	288,539	289,299	290,060	290,822	291,585	292,349	293,114	293,880	294,647	295,415	296,184	296,954	297,725	298,497	299,270	300,044	300,819	301,595	302,372	303,150	303,929	304,709	305,490	306,272	307,055	307,839	308,624	309,410	310,197	310,985	311,774	312,564	313,355	314,147	314,940	315,734	316,529	317,325	318,122	318,920	319,719	320,519	321,320	322,122	322,925	323,729	324,534	325,340	326,147	326,955	327,764	328,574	329,385	330,197	331,010	331,824	332,639	333,455	334,272	335,090	335,909	336,729	337,550	338,372	339,195	340,019	340,844	341,670	342,497	343,325	344,154	344,984	345,815	346,647	347,480	348,314	349,149	350,000	350,852	351,705	352,559	353,414	354,270	355,127	355,985	356,844	357,704	358,565	359,427	360,290	361,154	362,019	362,885	363,752	364,620	365,489	366,359	367,230	368,102	368,975	369,849	370,724	371,600	372,477	373,355	374,234	375,114	375,995	376,877	377,760	378,644	379,529	380,415	381,302	382,190	383,079	383,969	384,860	385,752	386,645	387,539	388,434	389,330	390,227	391,125	392,024	392,924	393,825	394,727	395,630	396,534	397,439	398,345	399,252	400,160	401,069	401,979	402,890	403,802	404,715	405,629	406,544	407,460	408,377	409,295	410,214	411,134	412,054	412,975	413,897	414,820	415,744	416,669	417,595	418,522	419,450	420,379	421,309	422,240	423,172	424,105	425,039	425,974	426,910	427,847	428,785	429,724	430,664	431,605	432,547	433,490	434,434	435,379	436,325	437,272	438,220	439,169	440,119	441,070	442,022	442,975	443,929	444,884	445,840	446,797	447,755	448,714	449,674	450,635	451,597	452,560	453,524	454,489	455,455	456,422	457,390	458,359	459,329	460,299	461,270	462,242	463,215	464,189	465,164	466,140	467,117	468,095	469,074	470,054



**Kathaleen Cole**  
Board Chair

**Marcus L. McBride, PhD**  
Chief Executive Officer

July 14, 2023

Lumon J. May, Chairman  
Board of County Commissioners  
Escambia County, Florida  
221 Palafox Place  
Pensacola, FL 32503

Dear Commissioner May:

In accordance the Workforce Investment and Opportunity Act (WIOA) – Sections 678.700 – 678.755 and 678.760 and any state infrastructure mechanism requirement issued by the State of Florida, the funding of shared services and operating costs are to be coordinated by the Local Workforce Development Board (LWDB) with the partners for the funding of the infrastructure costs of the One-Stop Career Centers.

The National Caucus Center on Black Aged, Inc.'s Memorandum of Understanding is provided for signature. CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

CareerSource Escarosa will serve as the convener for WIOA partner meetings.

Sincerely,

A handwritten signature in black ink that reads "M. McBride".

Marcus L. McBride  
Chief Executive Officer

MLM/js  
Attachment