# Memorandum of Understanding for

# Workforce Innovation and Opportunity Act (WIOA) One-Stop Career Center System Partners of the American Job Center Network

This Memorandum of Understanding (MOU) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the American Job Center Network Partners:

Local Workforce Development Board LWDB): <u>CareerSource North Florida, LWDB-06</u>
Chief Local Elected Official (CLEO) Name, Title: <u>Mr. Ronnie Moore, Commissioner</u>

### **Required Partners**

Partner Name	Program(s)	Program Authority
CareerSource North Florida	WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii).
FLDOE / Division of Vocational Rehabilitation	State Vocational Rehabilitation (VR) Services program	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741);
FLDOE / Division of Blind Services	State Blind Services	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741);
Suwannee River Economic Council (SREC) Capital Area Community Action Agency (CACAA)	Referral and Emergency Services	
National Caucus and Center on Black Aging Inc.	Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)
Hamilton County School District Jefferson County School District Lafayette County School District Madison County School District Suwannee County School District Taylor County School District	Adult Education and Literacy Act (AEFLA) programs	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II

Big Bend Technical College (Taylor County School District) North Florida College RIVEROAK Technical College (Suwannee County School District)	Career and Technical Education programs - post-secondary level	Carl D. Perkins Career and Technical Education Act of 2006 (Perkins V), (20 U.S.C. 2301 et seq.)
none available	Job Corps	WIOA Title I – Job Corps (29 USC 2881- 2900, 29 USC 2901)
none available	Employment and training	Department of Housing and Urban Development (HUD) / (WIOA 121 (b)(1)(B)(xi))
Capital Area Community Action Agency (CACAA) Suwannee River Economic Council (SREC)	Employment and training activities under CSBG programs	Community Services Block Grant (42 USC 9901 et seq.)
none available	Farmworker Career Development Program (FCDP) - Migrant and seasonal farmworker programs	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
FL Department of Economic Opportunity (DEO)	Unemployment compensation (Reemployment Assistance)	State unemployment compensation laws (in accordance with applicable Federal law)

They are collectively referred to as the "Parties" to this MOU. This MOU will be in effect from July 1, 2020, through June 30, 2023, unless an extension is granted.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource North Florida and the Partners 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" delivery system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in North 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 in North 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. The North Florida Workforce Development Board, Inc., dba CareerSource North Florida has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

The parties to this document attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas. WIOA Section 134(c) lists the services and activities that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

One	-Stop Centers	
	Address	Full-Service or Satellite
1	705 E. Base Street, Madison FL 32340	Full-Service
2	1558 S Ohio Ave, Live Oak, FL 32064	Satellite

Administrativ	Administrative Structure				
	Entity Name & Contact	Address	Email		
Administrative Entity	North Florida Workforce Development Board, Inc., dba CareerSource North Florida Diane Head	705 E. Base Street, Madison FL 32340	Diane.Head@ CareerSourceNorthFlorida.com		
Fiscal Agent	North Florida Workforce Development Board, Inc., dba CareerSource North Florida	705 E. Base Street, Madison FL 32340	finance@ CareerSourceNorthFlorida.com		
Chief Local Elected Official	Commissioner Ronnie Moore	Madison County Board of Commissioners 229 SW Pinckney Street Madison, FL 32340 (850) 973-3179 Mailing Address: PO Box 539 Madison, FL 32341	District3@madisoncountyfl.com		
One-Stop Operator	Dr. Ron Natale	231 SW Red Maple Way, Lake City FL 32024	rnatale@comcast.net		

### **Partner Responsibilities**

- A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.
  - 1. Make career services provided under the Partner's program available to individuals through the area's delivery system in accordance with this MOU.
  - 2. Madison County required partners participate in infrastructure cost-sharing activities as described in this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
    - a. Create and maintain the delivery system; and
    - b. Provide career services per WIOA Section 134(c)(2).
  - 3. Remain as a party to this MOU throughout the Agreement period in order to participate as a partner per WIOA Section 121(c).

- 4. Participate in the operation of the system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
- 5. Required Partners must provide representation on the area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CLEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:
  - 1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  - 2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the operators and any other affected partners.
  - 3. Each partner must ensure compliance by its staff members who work in the One-Stop center with CareerSource North Florida policies and procedures. Should a conflict exist between the CareerSource North Florida personnel policies and a partner's personnel policies, the partner's policies will prevail.
  - 4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

### Programs, Services, & Activities

- A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
- B. The One-Stop Services hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.

### Career Services offered include:

- 1. WIOA Adult, Dislocated Worker, and Youth
- 2. Temporary Assistance for Needy Families (TANF)
- 3. Supplemental Nutrition Assistance Program (SNAP)
- 4. Employment services authorized under the Wagner-Peyser Act
- 5. Vocational Rehabilitation
- 6. Blind Services
- 7. Migrant and seasonal farmworker (MSFW)
- 8. Senior Community Service Employment Program (SCSEP)
- 9. Ticket to Work

- 10. Disabled Veterans' Outreach Program (DVOP)
- 11. Reemployment Services and Eligibility Assessments (RESEA)

### Training Services offered include:

- 1. Adult education and literacy
- 2. Job Corps
- 3. Florida Farmworker Jobs and Education Program
- 4. Career and technical education programs at the post-secondary level
- 5. Department of Housing and Urban Development employment and training activities
- 6. Trade Adjustment Assistance (TAA) activities

### **Employer Services offered include:**

- 1. Business Services
- 2. Recruitment assistance for employers
- 3. Scheduling, screening and testing for employers

# Required Partner Services

		Servic	Services Offered (from page 4)	age 4)	Somiloo Dollivora	Location
Partner Name	Program Name	Career	Training	Employer	Method (from page 4)	Code (from page 2)
	WIOA Adult, Dislocated Worker, and Youth Programs;	1, 3, 7			ㅌ	1-2
CareerSource North Florida	Temporary Assistance for	2		1, 2, 3		l ·
	Needy Families (TANF) program				ㅂ	1-2
	Employment Service	4		1.2.3		
	Trade Adjustment Assistance			) Î	• •	1-2
DEO through CareerSource	(TAA) Activities		9		Į.	i ·
North Florida	Jobs for Veterans State	10				1-2
	Grants				Ħ	!
	(JVSG) - LVER & DVOP					1-2
National Caucus on Black Aged	Senior Community Service	8				-
	Employment Program					
	(SCSEP)					
FL Department of Economic	Unemployment compensation					
Opportunity (DEO)	(Reemployment Assistance)					7-1
Hamilton County School District	Adult Education and Literacy					
Jefferson County School District	Act (AEFLA) programs					
Lafayette County School District			•		C 1	
Madison County School District			-		 ر	
Suwannee County School District Taylor County School District						
Big Bend Technical College	Career and technical					
North Florida College	education programs - post-					
KIVEKOAK Technical College	secondary level				í F	(
Taylor County School District			t		I, A, B	1-2

FLDOE / Division of Vocational	State Vocational Rehabilitation			
Rehabilitation	(VR) Services program	Ω.	FT, PT, T, A, B	1-2
FLDOE / Division of Blind	State Blind Services	9	T A B	1-2
Services			1	1
Capital Area Community Action	Employment and training			
Area (CACAA)	activities under CSBG			
Suwannee River Economic	programs		_, B	
Council (SREC)				

Required Partner Services: The table above identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the Services Document. The service delivery methods are identified by the following service delivery codes: FT - On-Site Staff Full Time, PT - On-Site Staff Part Time, C - Contracted Service On-Site Full Time, C/Off - Contracted Service Off-Site, T - Access Via Telephone, A - Access Via Automated System, B - Brochure/Handout, P - Posting at One-Stop Center, O - Other and NA - Not Applicable.

### Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop partners for the services and activities described will be performed using the following methods:

Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary Career and Technical education to work readiness and ultimately employment.

Referrals between partners for services and programs will be made in person, by telephone, through written communications (fax, e-mail and paper referrals), or electronically through Internet systems or other connections. Some programs will use state or locally created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

Internal cross-referral procedures continue to be developed and reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to customers of the One-Stop system.

### Resource Sharing/Infrastructure Funding

### A. One-Stop Resource Sharing/Infrastructure Requirements:

- 1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the service delivery system must be described in this MOU.
- 2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:
  - The shared One-Stop costs.
  - b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.
  - c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
  - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

### B. One-Stop Operating Costs:

 The shared operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the Infrastructure Funding Agreement, which is included in this MOU and hereby incorporated. The methodologies that will be used to determine each party's fair share of operating costs and to allocate each party's fair share are as follows:

- a. Identification of Shared Costs.
- b. Shared Costs Budget.
- c. Proportionate Share and Cost Allocation.
- d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
- e. Resource Sharing Agreements.

### C. Program Costs/Services:

- Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
- 2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
  - Methodology to Determine Shared Service Costs:

Costs are allocated to programs based on full time equivalent (FTE) positions in each program as a percentage of total FTE recorded for all programs for positions located in one stop centers. This allocation is performed on a monthly basis with the final allocation for the fiscal year being performed as of June 30.

### D. Budget Tracking:

- All parties expressly understand and agree that the initial costs listed in Attachment A, the Infrastructure Funding Agreement (IFA) will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners on a quarterly basis.
- Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB, the CEO and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

3. Any time the IFA is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified IFA. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

## The Infrastructure Funding Agreement follows the signature pages as an addendum.

### **Termination/Separation**

- A. MOU Termination: This MOU will remain in effect until the end date specified unless:
  - 1. All parties mutually agree to terminate this MOU.
  - 2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specified herein and a new MOU must be negotiated.
  - 3. WIOA regulations or statute is repealed.
  - 4. Local area designations are changed.
- B. Partner Separation: WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the LWDB as a partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

### **Amendment**

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:
  - 1. The addition or removal of a partner from this MOU.
  - 2. Removal or addition of program responsibilities for any partner that administers more than one federal program.

- 3. An extension of the effective ending date.
- 4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
- 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in 1 and 2 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). Amendments for the reasons listed in all other paragraphs or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:
  - 1. The party seeking an amendment will submit a written request to the LWDB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.
  - 2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
  - In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.
  - 4. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
  - 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
  - LWDB will distribute copies of the fully executed amendment to all parties and to CareerSource Florida as the MOU oversight agency upon execution.

- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the area's service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU in the performance of responsibilities under this MOU.

Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

### Confidentiality

All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the service delivery system.

### Impasse—Dispute Resolution

If an issue arises involving this MOU, parties will make every effort to reach a resolution in a timely and efficient manner. Any part 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the North Florida Workforce Development Board, Inc. and the Director of the partner agency. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the Department of Economic Opportunity (DEO) and the Commissioner of the Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO and DOE may remand the issue back to the Executive Director of CareerSource North Florida and to the Director of the partner agency or impose other remedies to resolve the issue.

### Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

### **General Provisions**

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the Florida Department of Economic Opportunity (DEO). The laws and regulations listed

herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. Americans with Disabilities. Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act. If any activities call for services to minors, each party agrees to comply with the ProChildren Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. Drug-Free Workplace. Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with laws.

### **Partial Invalidity**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

### Counterpart

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

# One-Stop Career Center System Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Ronnie Moore,

<u>Madison County Board of Commissioners</u>

Chief Local Elected Official

Mike Williams, Chair
CareerSource North Florida Board

Signature

P. 30.50

Sig

Date

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

# One-Stop Career Center System Partners of the American Job Center Network

Signature Page

J. Alcelelly Child Stell

By signing below, all parties mutually agree to the terms prescribe herein.

Allison Flanagan, Director
Florida Department of Education
Division of Vocational Rehabilitation

/s/ Allison Flanagan	9/22/2020
Signature	Date

Robert Lee Doyle, III, Director
Florida Department of Education
Florida Division of Blind Services

Robert L. Coyle,  $\overline{N}$  09/22/2020 Date

Richard Corcoran, Commissioner

Florida Department of Education

Signature

Page 15 of 37

MOU – WIOA – LWDB 06

May 2020

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Matt Pearson, Executive Director Suwannee River Economic Council

Signature

5/27/20

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Gwen Morse, Program Manager

Senior Community Service Employment Program (SCSEP)/ National Caucus and Center on Black Aging Inc.

Signature

6/9/20 Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

<u>Tim Center, Chief Executive Officer</u>
Capital Area Community Action Agency

Signature

S/26/2020 Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Rex Mitchell, Superintendent Hamilton County School District

Lex L Mitchell 6/9/20 Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

<u>Marianne Arbulu, Superintendent</u> Jefferson County School District

Signature

Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Robert Edwards, Superintendent Lafayette County School District

Signature

17 June 2020 Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Shirley Joseph, Superintendent Madison County School District

Page 22 of 37 MOU – WIOA – LWDB 06 May 2020

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

### One-Stop Career Center System Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Ted Roush, Superintendent of Schools Suwannee County School District

JUL 2 8 2020 Signature

"Approved as to form and Sufficiency

BY Leonard J Dietzen, III

Chairperson, Suwdined County School Board

Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

# One-Stop Career Center System Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

**Danny Glover Jr., Superintendent** 

**Taylor County School District** 

Signature Date

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Jodi N. Tillman, Director Big Bend Technical College

**Signature** 

WINM 6/24/2020

Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

John Grosskopf, President

North Florida College

Signature

Data

### Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

John Grosskopf, President

North Florida College

Signature

8/19

### Infrastructure Funding Agreement

### North Florida Workforce Development Board, Inc. / CareerSource North Florida

### I. Purpose

This Infrastructure Funding Agreement (IFA) is entered into by and between the **North Florida Workforce Development Board, Inc.** and **CareerSource North Florida** (CSNF) partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. Upon acceptance, this IFA becomes part of Resource Sharing/Infrastructure Funding section within the Memorandum of Understanding for Workforce Innovation and Opportunity Act (WIOA) One-Stop Career Center System Partners of the American Job Center Network.

The sharing and allocations of infrastructure costs among CSNF partners are governed by Public Law 113-128, the <u>Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b)</u>, its implementing regulations and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at <u>2 CFR part 200 (Uniform Guidance)</u>. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center (AJC), including, but not limited to:

- 1. Rental of the facilities:
- 2. Utilities and maintenance:
- 3. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- 4. Technology to facilitate access to the AJC, including technology used for the center's planning and outreach activities.

### IFAs must include the following elements:

- 1. This IFA is effective from July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023 and will be automatically renewed for successive one-year terms. This IFA may be terminated at any time by any party upon thirty (30) days written notice.
- 2. FTE will be utilized as the allocation bases to determine overall Partner contributions. This will be 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.
- 3. The FTE allocation for infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
- 4. Identification of all one-stop partners, Chief Local Elected Official(s), and Local Workforce Development Board (LWDB) participating in the IFA.

Partner	Program	
Chief Local Elected Official:  Commissioner Ronnie Moore	Madison County Board of Commissioners	
Executive Director:  Diane Head	WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities. Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	89.0%
Department of Education	Division of Blind Services	00.8%
Department of Education	Division of Vocational Rehabilitation	02.0%
Madison County School Board	Adult Education	05.8%
National Caucus and Center on Black Aging Inc. (NCBA)	Senior Community Service Employment Program (SCSEP)	00.8%
North Florida College	Career and Technical Education programs- post- secondary level	00.8%
Suwannee River Economic Council (SREC)	Referral and Emergency Services	00.8%

- 5. The Partners and CSNF conferred regarding the involvement of each partner at the CSNF Centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CSNF 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.
- 6. 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.
  - a. 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 North Florida Workforce Development Board, Inc. Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
  - b. The CSNF 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.

- C. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- d. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- e. The CSNF 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.

7. 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.

### II. Infrastructure Budget

The Infrastructure Budget is comprised of the following sections:

- Total Partner Contribution By cost category, this section provides total AJC costs by partner programs for each cost category: infrastructure costs, additional costs, shared-direct costs and non-shared direct costs.
- 2. Total Operating Costs Budget: this section provides total AJC costs by cost category, cost pool, cost item, and location.

Cost Category	Cost Detail	Cost
Rental Costs		
Rent		
Rental of Facilities	Annual (6000 sq. ft) with CAM	\$60,240
Subtotal: Rental Costs		\$60,240
Utilities and Maintenance		
Electric	Annual	\$13,004.28
Gas		
Water	Annual	\$1128
Internet	Annual	\$2623.68
Telephones	Annual	\$7,063.32
Facility Maintenance	Annual	\$562.50
Security	Annual	\$2807.20
Subtotal: Utilities and Maintenance Costs		\$ 27,188.98
Equipment		
Assessment tools/products		
Assistive Technology (Access and Accommodation)		
Copiers	Annual	\$3096.48
Fax Machines		
Computers	Annual	\$500.00
Mobile Devices		
Other tangible equipment utilized to serve career center customers (Specify equipment)		
Subtotal: Equipment Costs		\$ 3,596.48
Technology to Facilitate Access to CAREERSO	OURCE NORTH FLORIDA	
Technology used for planning and outreach activities (Specify technology)		

Cost of creation/maintenance of the career center that provides direct service access to (Career Center NAME)	
Subtotal: Technology to Facilitate Access Costs	\$0
Supplies to Support the General Operation of the Career Center (Local Opt	ion)
Supplies, as defined in 2 CFR 200.94.	
Specify Supplies Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)	
Subtotal: Supplies to Support the General Operation of the Career Center	\$0
Common Identifier Costs (Local Option)	
Signage	
Updating Templates/Materials	
Subtotal: Common Identifier	\$0
Summary of Total Infrastructure Costs to Be Shared by Partners	
Cost Category	Subtotal Cost
Subtotal: Rental Costs	\$60,240
Subtotal: Utilities and Maintenance Costs	\$ 27,188.98
Subtotal: Equipment Costs	\$ 3,596.48
Subtotal: Technology to Facilitate Access Costs	\$0
Subtotal: Supplies to Support the General Operation of the Career Center	\$0
Subtotal: Common Identifier Costs	\$0
Total Infrastructure Costs	\$91,025.46

### III. Cost Allocation Methodology

# Partner Contributions – By Allocation Base North Florida Workforce Development Board, Inc. dba CareerSource North Florida

Partner Program	Staff/FTE Cost	Customers Served (FTE%)	Square Footage/Office Space Cost	Phones/Internet Connections Cost	Total
WIOA Title I: Adult		19.4	N/A	\$5,209	\$37,349
WIOA Title I: Dislocated Worker		.13.6	N/A	\$3,606	\$26,144
WIOA Title I: Youth		.13.6	N/A	\$3,646	\$26,144
Wagner-Peyser Act Employment Service Program		4.8	N/A	\$1,302	\$9,337
Jobs for Veterans State Grants Programs		3.9	N/A	\$1,042	\$7470
Senior Community Service Employment Program		3.4	N/A	\$134	\$963
Unemployment Compensation		4.8	N/A	\$57	\$406
Reentry Employment Opportunities Program (RESEA)		3.9	N/A	\$1,042	\$7,470
Temporary Assistance for Needy Families Program (TANF)		11.6	N/A	476	\$3,410
Supplemental Nutrition Assistance Program (SNAP)		7.9	N/A	2604	\$18,674
Vocational Rehabilitation (VR)		1.9	N/A	336	\$2,408
Division of Blind Services (DBS)		.8	N/A	134	\$963
Madison County School District		5.8	N/A	3022	\$21,670
North Florida College		.8	N/A	134	\$963
Suwannee River Economic Council (SREC)		.8	N/A	134	\$963

<sup>\*</sup> Total may not equal 100% due to rounding

### Any cost allocation methodology selected must:

1. Be consistent with the federal laws authorizing each partner's program (including any local administrative cost requirements);

- 2. Comply with federal cost principles in the Uniform Guidance:
- 3. Include only costs that are allowable, reasonable, necessary, and allocable to each program partner;
- 4. Be based on the proportionate use and of benefit to each partner.

The types of costs that are allowed are through cash, non-cash and third-party in-kind contributions.

**Cash Contributions** can be identified as payments towards rent, utilities, assistive technology equipment, signage, and office supplies. It must be those components that support the general operation of the AJC.

**Non-Cash Contributions** are expenditures acquired by partners on behalf of the AJC, and goods/services such as janitorial services, printing, or even consulting and contracting service can be contributed by a partner program and used by the AJC.

**Third-Party In-Kind Contributions** are made by a third party and include space, equipment, technology, non-personnel services, or other areas to support the infrastructure costs associated with AJC operations. There are two types of third-party in-kind contributions: 1) General contributions to AJC operations. This type is not made on the behalf of any individual AJC partner. 2) Contributions made specifically on behalf of an AJC partner program.

In-Kind Contributions	SCSEP NCBA	VR*	Div Blind Svcs	Adult Ed MCSD *	NFCC	CSBG SREC
Infrastructure Costs	\$963	\$2,408	\$963	\$21,670	\$963	\$963
Staff time	\$2,080	\$14,000	\$808	\$42,000	\$720	\$7,000
Staff travel	\$1,388	\$2,777	\$641			\$1,388
Supplies/Equipment provided to CSNF			\$10,000	\$12,000		
Training for CSNF staff	\$67	\$67	\$67		\$80	\$67
Other in-kind					\$2,500	
Total In-Kind	\$4,498	\$19,252	\$12,479	\$75,670	\$4,263	\$9,418
Difference between required costs and in-kind contributions **	-\$3,535	-\$16,844	-\$11,516	-\$54,000	-\$3,300	-\$8,455

- \* Madison County School District, NCBA are partners to the Infrastructure Agreement by virtue of services provided through the Comprehensive One-Stop Center in Madison
- \*\* Note that all partners have exceeded their infrastructure costs requirements based on FTE

### IV. Partners

Partners funding the costs of infrastructure according to the IFA are the same as those identified in the partners section of the MOU (Parties to the MOU).

Local Workforce Development Board: Name, T.	itle, Address, Telephone, Email		
Diane Head, Executive Director			
705 E Base St. Madison, FL 32340 (850) 973-1807			
Diane.Head@CareerSourceNorthFlorida.com			
Chief Elected Official(s): List All Chief Level Elec	sted Officials and Name, Title, Address, Telephone, Email		
Official Elected Official(s). List All Official Elect	neu Omciais and Name, Tille, Address, Telephone, Email		
Ronnie Moore, Commissioner			
Madison County Board of Commissioners PO Box 539 Madison, FL 32341			
(850) 973-3179 District3@madisoncountyfl.com			
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Required WIOA & Career Center North Florida Partner	Director / Executive Contact Information (individual with authority to enter into IFA)		
WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities. Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	Diane Head, Executive Director 705 E Base St. Madison, FL 32340 (850) 973-1807 Diane.Head@CareerSourceNorthFlorida.com		
Division of Vocational Rehabilitation	Allison Flanagan, Director Phone: 850-245-3399 325 West Gaines Street Tallahassee, Florida 32399 Allison.Flanagan@vr.fldoe.org		
National Caucus and Center on Black Aging Inc. (NCBA)Senior Community Service Employment Programs (SCSEP)	Gwen Morse, Program Manager 6055 Doctor's Park Rd, Milton, FL 32570 (850) 665-9043 gmorse@myncba.com		
Additional Partners App	proved by the LWDB and CEO(s)		
Madison County School District	Shirley Joseph, Superintendent 210 N. Duval St. Madison, FL 32340 (850) 973-1500 Shirley.joseph@mcsbfl.us		

### V. Term of Agreement

This agreement will remain in effect from **July 1, 2020 to June 30, 2023** of the program year. Agreements shall be reviewed by the parties as necessary or at least once per year as part of the LWDB's Local Plan update.

### VI. Signatures

**Diane Head** 

**Printed Name** 

Representing: WIOA Title I: Adult, Dislocated Worker and Youth Programs

Allison Flanagan

/s/Allison Flanagan

9/22/2020

**Printed Name** 

Signature

Date

Representing: Department of Education, Vocational Rehabilitation

Gwen Morse
Printed Name

Signature

Date

Representing: National Caucus and Center on Black Aging Inc.

Shirley Joseph

Printed Name
Representing: Madison County School District, Adult education

Date

### Infrastructure Funding Agreement Signatory Page

### North Florida Workforce Development Board, Inc. / CareerSource North Florida

We affirm that the Local Workforce Development Board and the Chief Local Elected Official of the local area, in partnership, have developed and now submit this Memorandum of Understanding Signature Page and Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act and instructions issued by the Governor under the authority of the Act.

Submission Date	
Workforce Development Board Chair	Chief Elected Official
<u>Diane Head</u> Typed or Printed Name	Ronnie Moore Typed or Printed Name
Executive Director Typed or Printed Title	Commissioner Typed or Printed Title
Signature Signature	Roman Moore Signature
6 30 28 Dale	. 6-30-202D Date