

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CAREERSOURCE OKALOOSA WALTON  
AND  
NORTHWEST FLORIDA STATE COLLEGE**

**I. PARTIES**

This Memorandum of Understanding ("MOU") is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014 ("the Act") and is entered into between **CareerSource Okaloosa Walton ("CSOW")** and **Northwest Florida State College ("NWFSC" or "The Partner")**, collectively "**the Partners**"; a training provider of the **Carl D. Perkins Career and Technical Education** programs. **The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and CFR 361.720.**

**II. PURPOSE**

- A. The Act 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 the Act.
- B. The primary purpose of this Memorandum of Understanding (MOU) is to establish the roles and responsibilities of the Local CareerSource Board, the chief elected official (CEO), and the One-Stop partners as it relates to managing the American Job Center network. In short, this MOU is a description of how the agencies come together to operationalize their respective roles and responsibilities to ensure a seamless and effective "One-Stop" delivery system.
- C. More specifically, this MOU describes the cooperative workforce employment and training efforts of CSOW and The Partner; and the actions necessary to ensure the coordination of their efforts per Federal and state-issued requirements to establish and maintain an effective and successful American Job Center network.
- D. This MOU is also intended to coordinate resources and services between the Partners to prevent duplication of services and ensure the effective and efficient delivery of workforce activities in Okaloosa and Walton Counties. In addition, this MOU will establish joint processes and procedures to enable The Partners 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 activities for its citizens, including persons with disabilities, within Okaloosa and Walton Counties.

**III. GOVERNANCE, OPERATIONS, AND SERVICE DELIVERY ROLES**

- A. WIOA has established specific governance, operations, and service delivery roles within the American Job Center network. Under 20 CFR 678.420, 34 CFR 361.420, and 34 CFR 463.420, each required One-Stop partner program must:
  - 1. Provide access to its programs or activities through the American Job Center network, in addition to any other appropriate locations (i.e., affiliated, or specialized sites).
  - 2. Use a portion of its funds, to the extent consistent with the relevant authorizing statute and with the Uniform Guidance at 2 CFR parts 200, 2900, and 3474 (requiring, among other things,

that costs are allowable, reasonable, necessary, and allocable) to:

- a. Provide applicable career services; and
  - b. Work collaboratively with the Local CareerSource Board to establish and maintain the One-Stop delivery system. This includes jointly funding the One-Stop infrastructure costs through partner contributions.
3. Enter into an MOU that meets the requirements of 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) with the Local CareerSource Board relating to the operation of the American Job Center network.
  4. Participate in the operation of the American Job Center network consistent with the terms of the MOU, requirements of authorizing laws and implementing regulations, Federal cost principles, and all other applicable legal requirements; and
  5. Provide representation on the local CareerSource Board as required, and participate in Board committees, as needed.

#### **IV. WIOA VISION FOR THE AMERICAN JOB CENTERS OR CAREER CENTERS:**

*(Reference: Training and Employment Guidance Letter (TEGL) 16-16)*

- A. Through the American Job Centers, the partner programs and their direct service providers must ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, the American Job Centers and partner staff strive to:
  1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families.
  2. Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high- quality jobs and high demand careers.
  3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
  4. Participate in rigorous evaluations that support continuous improvement of American Job Centers by identifying which strategies work better for different populations; and
  5. Ensure that high-quality integrated data informs decisions made by policymakers, employers, and job seekers.

#### **V. REQUIRED ONE-STOP PARTNERS**

##### **A. One-Stop Partners and Programs**

1. All required partners must sign a joint MOU with CSOW, with the agreement of the chief elected official. The required One-Stop partners and programs in Okaloosa and Walton Counties include the following Partners *(Reference: WIOA Section 121(b)(1)(B) and 20 CFR 678.400)*:
  - a. **Department of Labor**
    - (1) Workforce Development Activities (WIOA Title I).



- (a) Youth Workforce Investment Activities.
- (b) Adult and Dislocated Worker Employment and Training Activities.

**Note: Program Administrator – CareerSource Okaloosa Walton**

- (2) Wagner-Peyser (WP) Act Employment Services (WIOA Title III).
- (3) Trade Adjustment Assistance (TAA) Program.
- (4) Unemployment Compensation (UC) Programs.
- (5) Jobs for Veterans State Grant (JVSG) Programs.

**Note: Program Administrator – CareerSource Okaloosa Walton**

- (6) The Senior Community Service Employment Program (SCSEP).

**Note: Program Administrator – The National Caucus and Center on Black Aged, Inc.**

**b. Department of Education**

- (1) Adult Education and Literacy Act Programs (WIOA Title II).

**Note: Program Administrators: (1) Okaloosa Technical College.**

**(2) Emerald Coast Technical College.**

- (2) Career and Technical Education (CTE) programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006.

**Note: Program Administrators: (1) Northwest Florida State College; (2) Emerald Coast Technical College; and (3) Okaloosa Technical College.**

- (3) The State Vocational Rehabilitation Services Program authorized under Title I of the Rehabilitation Act Of 1973 (29 U.S.C.720 et seq.), as amended by WIOA Title IV.

**Note: Program Administrator: DOE-Division of Vocational Rehabilitation**

- (4) Florida Department of Blind Services – Division of Blind Services

**Note: Program Administrator: DOE-Division of Blind Services**

**c. Department of Health and Human Services**

- (1) Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act.

**Note: Program Administrator – CareerSource Okaloosa Walton**

- (2) Community Services Block Grant (CSBG) - Employment and training activities.

**Note: Program Administrator – Tri-County Community Council, Inc.**

**2. Additional One-Stop Partners and Programs**

- a. Social Security Administration - Ticket-to-Work Self-Sufficiency (Ticket) program.

**Note: Program Administrator – CareerSource Okaloosa Walton**

- b. Department of Agriculture - Supplemental Nutrition and Assistance Program (SNAP).

**Note: Program Administrator – CareerSource Okaloosa Walton**

## VI. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ONE-STOP PROGRAMS

### A. The following programs are located onsite at the comprehensive One-Stop center:

1. **Employer Services:** Helps businesses find and retain qualified employees through job listings, applicant screening, job fairs, and specialized recruiting events.
2. **Mobile Business Career Center Unit:** Allows employers and job seekers to access One-Stop services outside of the centers including computer, printing, referrals, and customer service.
3. **Reemployment Assistance (RA):** Helps with reemployment compensation claims, veteran services, job referrals, job development, referrals to training and supportive services, labor market information, and resume assistance, as well as hosts [www.employflorida.com](http://www.employflorida.com), a federally funded labor exchange developed to match employers with qualified out of work applicants.
4. **Veteran Services:** Provides support to eligible veterans and transitioning service members by offering case management, resume review, job development, case management, labor market information, mock interviews, referrals to jobs, training, supportive services, and more.
5. **WIOA Adult and Dislocated Worker Programs:** Provides career counseling and planning, employment assessment, and vocational scholarship assistance for qualified applicants.
6. **Welfare Transition Program:** Provides employability skills training, employment and educational support services, emergency financial assistance (*upfront diversion program*), and employment relocation assistance for qualified participants of the Temporary Assistance for Needy Families (TANF) program.
7. **WIOA Youth Program:** Provides services for eligible youth ages 16-24 and not attending school. Services can include work readiness training, life skills, work experience, and assistance with post-secondary school enrollment.
8. **Military Family Employment Services:** Provides employment assistance specifically to active duty military spouses and family members.
9. **Supplemental Nutrition Assistance Program (SNAP) Employment and Training:** Assists SNAP recipients in gaining training and employment that will increase their ability to obtain economic self-sufficiency.
10. **The Federal Bonding Program** provides fidelity bonds to employers that hire hard- to-place job seekers who may be considered high risk due to facing certain barriers to employment. Most job seekers with barriers to employment qualify for the Federal Bonding Program.
11. **Disability Navigator Program:** Promotes comprehensive services and work incentive information for Social Security Administration beneficiaries and other individuals with disabilities.
12. **Tobacco Cessation Program:** Connect tobacco users with multiple free tools and resources to help them improve both their employability and health through a partnership between the Bureau of Tobacco Free Florida and CareerSource Florida.
13. **Ticket-To-Work:** Assists eligible Social Security disability beneficiary's progress toward financial independence. Offering beneficiaries with disabilities access to meaningful employment with the assistance of Ticket to Work employment service providers called employment networks.
14. **Trade Adjustment Assistance:** Assists workers who have been laid off or whose jobs have been threatened because of foreign competition. Assistance may include training,



reemployment services, job search, relocation allowances, trade readjustment allowances, wage subsidies for older workers, and health coverage tax credit benefits.

## **VII. ONE-STOP SERVICES**

### **A. One-Stop Universal Customer Services**

1. WIOA establishes basic career services that must be available to all One-Stop customers. WIOA places a great deal of importance on effectively serving those individuals with barriers to employment, such as those with disabilities, English language learners, low levels of literacy, public assistance, and those with low income. At a minimum, the basic career services listed below must be provided through the One-Stop delivery system:
  - a. These services include referrals to partner programs, initial assessments, and labor exchange services.
  - b. Determinations of whether the individual is eligible to receive assistance from WIOA adults, dislocated workers, or youth programs.
  - c. Outreach, intake (including worker profiling), and orientation to information and other services available through the One-Stop delivery system.
  - d. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and need for supportive services.
  - e. Labor exchange services, including:
    - (1) Job search and placement assistance, and, when needed by an individual, career counseling, including:
      - (a) Provision of information on in demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
      - (b) Provision of information on nontraditional employment; and,
    - (2) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the One-Stop delivery system.
  - f. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop delivery system and, when appropriate, other workforce development programs.
  - g. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
    - (1) Job vacancy listings in labor market areas.
    - (2) Information on job skills necessary to obtain the vacant jobs listed; and,
    - (3) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
  - h. Provision of performance information and program cost information on eligible providers of training services by program and type of providers.
  - i. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's One-Stop delivery system.

- j. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for Temporary Assistance for Needy Families, and other supportive services and transportation provided through that program;
- k. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- l. Provision of information and assistance regarding filing claims for unemployment compensation, by which the Career Center must provide meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
  - (1) Meaningful assistance means:
    - (a) Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or
    - (b) Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
    - (c) The costs associated with providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof these funding sources.

**B. One-Stop Youth Services**

- 1. 20 CFR 678.500 requires CSOW to include in the MOU a description of youth services to be provided through the One-Stop delivery system, including the way the services will be coordinated and delivered through the system.
- 2. This section contains a description of each of the 14 WIOA youth program elements. The 14 youth elements will be delivered through the CSOW youth program. In the case where resources may not be available to carry out the functions of any of the 14 elements, the youth participant will be referred to another agency for the appropriate services.
- 3. 20 CFR 681.460 requires local programs to make each of the following 14 services available to youth participants:
  - a. Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
  - b. Alternative secondary school services, or dropout recovery services, as appropriate.
  - c. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
    - (1) Summer employment opportunities and other employment opportunities available throughout the school year.
    - (2) Pre-apprenticeship programs.
    - (3) Internships and job shadowing; and



- (4) On-the-job training opportunities.
- d. Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local WDB determines that the programs meet the quality criteria described in WIOA sec. 123.
  - e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
  - f. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.
  - g. Supportive services, including the services listed in 20 CFR 681.570.
  - h. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation.
  - i. Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR 681.580.
  - j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.
  - k. Financial literacy education.
  - l. Entrepreneurial skills training.
  - m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
  - n. Activities that help youth prepare for and transition to postsecondary education and training.

## **VIII. PROVISION OF SERVICES**

### **A. Administrative Entity**

- 1. CareerSource Okaloosa Walton (CSOW) has been designated by the Chief Elected Officials of Okaloosa and Walton counties as the administrative entity, grant recipient, and fiscal agent as required by the Workforce Innovation and Opportunity Act (WIOA) of 2014.
- 2. The parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.
- 3. WIOA provides that CSOW may negotiate an umbrella MOU or an individual MOU for one or more of its One-Stop partners.

### **B. Access to Partner Programs**

WIOA requires The Partners to make their services available through the One-Stop delivery system and encourages increasing access through additional partnerships with optional partners. Additionally, WIOA requires CSOW and the One-Stop system partners to develop a memorandum of understanding concerning the operations of the One-Stop system; and establishes the framework for providing services to employers, employees, job seekers and others needing workforce services.

### **C. CSOW Functions Under This MOU**

1. **CSOW agrees to perform the following functions:**

- a. Initiate the review of this MOU at least every three years and solicit feedback from The Partners regarding improvements, changes, and/or additions.
- b. 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 delivery system.
- c. Agree to assist The Partner with the following office needs as space allows: Cubicle space, chair, applicable computer/hardware and general software, telephone access, utilities, server/internet connectivity and maintenance and other general office usage needs as applicable.
- d. Maintain the statewide "CareerSource" branding for each career center.
- e. Maintain the U.S. Department of Labor American Job Center (AJC) branding for each career center.
- f. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 a.m. until 4:00 p.m., Monday through Friday (excluding recognized holidays and emergency situations).
- g. Provide training to The Partner staff members in an effort for all partners in the One-Stop delivery system to understand each partner organization, their services, and their goals.
- h. Share Labor Market Information (LMI) and employer/customer data such as performance outcomes and services to the extent allowed by law.
- i. Commit to a unified, collaborative marketing strategy that will effectively inform job seekers, training and education seekers, employers, and the community at large about the services available through the One-Stop system in Okaloosa and Walton counties.
- j. Provide space for The Partner's meetings and/or co-location as space and funding permits.
- k. Model core values for the One-Stop delivery system:
  - (1) **Integrity.** We will do the right thing, always.
  - (2) **Focus.** We remain disciplined by paying constant attention to our vision, mission, and goals.
  - (3) **Collaboration.** We work as a team with people inside the organization and maintain important alliances with partners.
  - (4) **Diversity.** We value people and realize that a broader range of perspectives generates better solutions.
  - (5) **Accountability.** We take personal responsibility and do what is required to reach our goals, together.
  - (6) **Action.** We get things done, efficiently and effectively, now.
  - (7) **Communication.** We are honest and communicate openly throughout every level of the organization and with stakeholders.
  - (8) **Innovation.** We are constantly seeking new and better ways to deliver services.
  - (9) **Excellence.** We excel at what we do, striving for quality performance individually and



as a team.

(10) **Leadership.** We lead the way in implementing effective workforce development services by empowering our people to be leaders.

- l. Abide by all applicable CareerSource Florida's policies, rules, and procedures, and applicable Florida statutes and rules.

**2. CSOW agrees to perform the following additional functions in support of Adult General Education Programs as applicable:**

- a. Assist students in developing their career pathway to transition into post-secondary education or certifications.
- b. Provide support services for eligible students.
- c. Assist with the needs of eligible disabled student.
- d. Provide job placement assistance for program graduates.
- e. Refer eligible Career Center customers and participants to the Adult General Education Program.
- f. Make available local, regional, and national workforce data for the program and students.
- g. Provide CSOW sponsored workshops and training in industry certifications to eligible students. And
- h. Assist in the identification of High Skill/High Wage occupations within the community.

**D. The Partner's Functions Under This MOU**

**1. The Partner agrees to perform the following functions:**

- a. Coordinate with CSOW on providing access to its workforce services and programs through the One-Stop delivery 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.
- b. Coordinate with CSOW to ensure 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 delivery system.
- c. Provide CSOW with program outcome information for performance data tracking, as appropriate and available through reliable sources.
- d. Provide feedback to CSOW management regarding the performance of the partnership, including its effectiveness and success.
- e. Participate in the One-Stop system's events for employers and job seekers such as hiring events or information fairs as resources allow.
- f. Participate in career center and the One-Stop Operator's periodic meetings to provide updates on The Partner's programs and procedures to CSOW and other Partner staff. An informational meeting may be initiated by any Partner agency giving notice to the other Partners.

**IX. METHODS FOR CUSTOMER REFERRALS**

1. Cross-referral procedures will be reassessed annually during the IFA review to ensure availability of funding, services, and program needs, to ensure high quality and convenient

services are available to potentially eligible customers of the One-Stop delivery system.

2. CSOW expects to receive referrals from One-Stop partner programs, and to refer customers to The Partner programs. To utilize staff in each program efficiently, responsibilities will be delineated. CSOW accepts that because program participants may receive individualized services through The Partner's programs, some overlap may occur. However, every effort must be made to eliminate duplication of services. Task sharing between programs will ultimately be worked out through communication, cooperation, and collaboration between program staff, such as career planners or career advisors.
3. All planned services provided by CSOW or The Partner program(s) for participants will be provided by the respective program staff. All career services provided will be consistent with those identified in this MOU. All basic career services included in WIOA are made available for One-Stop customers, including The Partner program participants.
4. To ensure participants receive every opportunity to be successful in their job search efforts, career center staff will offer the below services to participants enrolled in a One- Stop system program through direct services or referral where appropriate and allowable:
  - a. Referral to housing assistance & other supportive services.
  - b. Referrals to the CSOW Veterans Team for services.
  - c. Career Coaching and job search assistance.
  - d. Personalized instruction to prepare for specific job interviews.
  - e. Occupational training where applicable.
  - f. Intervene with potential employers on behalf of specific program participants where appropriate.
  - g. Transportation assistance where allowable.
  - h. Childcare referrals as needed.
  - i. Referrals as needed for state licensing/certifications required for employment.

#### **X. ONE-STOP OPERATING BUDGET**

*Note: The Operating Budget will be developed and agreed to by August 31st of each Program Year and will be incorporated into this MOU as Appendix A.*

1. The One-Stop operating budget for the career center or American Job Center is the financial plan to which the One-Stop partners, chief elected official (CEO), and CSOW agree in the MOU to achieve their goals of delivering services in Okaloosa and Walton Counties. The operating budget, when developed, describes the costs of services provided; and how the operating costs of the One-Stop system will be funded, including the infrastructure costs for the One-Stop system (*WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b)*).
2. The other component of the CSOW One-Stop operating budget consists of **additional costs**, which include applicable career services, and may include shared operating costs and shared services. While each of these components covers different cost categories, the CSOW One-Stop operating budget would be incomplete if any of these cost categories were omitted. All the components are necessary to maintain a fully functioning and successful local One-Stop delivery system.
3. The One-Stop operating budget consists of costs that are specifically identified in the statute. For example:



- a. **Infrastructure costs**, as defined in WIOA sec. 121(h)(4); and **additional costs**, which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the One-Stop delivery system, but do not constitute **infrastructure costs**.
  - b. Career services are provided by CSOW staff and Florida's Department of Commerce (FloridaCommerce) jointly managed staff all funded by WIOA, TAA, UC, Veteran's Services, Wagner Peyser, Welfare Transition, and Supplemental Nutrition Assistance Program-Employment & Training. Career services by nature of their programs are also provided by Vocational Rehabilitation and SCSEP personnel co-located in the One-Stop center.
  - c. One-Stop **infrastructure costs** include the annual lease, liability and property insurance, telephone, software and internet network expense, utilities, facility maintenance, equipment leasing and maintenance, and office supplies.
  - d. **Additional costs** are described in WIOA sec. 121(i) and include the IT contract and consulting expense, participant tracking technology contract expense, and a portion of the CSOW IT staff technician's salary and benefits. Cost allocation methodology is based on Full Time Equivalent (FTE's) located in the One-Stop and for those partners who are co-located in the One-Stop.
  - e. **Full One-Stop center usage costs** include all **infrastructure costs** and **additional cost** line items. For all other partners who are not located in the One-Stop, but who through technology access CSOW information and services, the methodology for determining each partner's fair share of infrastructure and **additional costs** of the One-Stop center includes only those line items relevant for access.
4. CSOW will ensure the One-Stop operating budget is annually reconciled against actual costs incurred and adjusted accordingly. This reconciliation process will ensure the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the One-Stop center and relative benefit received.
  5. The overall One-Stop operating budget must be included in the MOU. The One-Stop operating budget may be further refined by the One-Stop partners, as needed, to assist in tracking their contributions.

#### XI. INFRASTRUCTURE FUNDING AGREEMENTS (IFA)

*Note: The Infrastructure Funding Agreement will be developed and agreed to by September 30th of each Program Year and will be incorporated into this MOU as Appendix B. In case the IFA is not fully executed by September 30th, the current IFA will remain in effect until the new IFA is fully executed.*

1. The IFA is an integral part of the CSOW overall One-Stop operating budget. The IFA contains all the **infrastructure costs and is updated annually after reconciliation has occurred**.
2. IFAs are a mandatory component of the local MOU, as described in WIOA sec. 121(c); 20 CFR 678.500 and 678.755, 34 CFR 361.500 and 361.755; and 34 CFR 463.500 and 463.755. CSOW will work with each One-Stop partner, and CEO to negotiate the IFA costs along with additional costs, when developing the One-Stop operating budget for the local One-Stop delivery system.

#### XII. CONFIDENTIALITY OF RECORDS AND PUBLIC RECORDS

If either Partner to this MOU obtains access to any records, files, or other information of the other

Partner in connection with, or during the performance of this MOU, then that Partner shall keep all such records, files or other information confidential to the extent that they are exempt from applicable public records law, such as Florida Statutes, Chapter 119, 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 Partner.

To the extent that CSOW or NWFSC meets the definition of “contractor” under § 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Partners must comply with public records laws, including the provisions of § 119.0701, Florida Statutes.

### **XIII. TERM**

The Term of this MOU shall commence on July 1, 2024, or the date last executed by both parties, whichever is later, through June 30, 2025. The Partners agree to review this MOU annually during the development of the IFA and may renew it annually on terms agreed upon by the Partners.

### **XIV. RENEWALS, AMENDMENTS, AND MODIFICATIONS**

1. 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.
2. WIOA requires renewal of the MOU in certain circumstances. Renewal of the MOU requires all partners to review and agree to all elements of the MOU and re-sign the MOU. For example, any substantial changes, such as changes in One-Stop partners, or a change due to the election of a new CEO, will require renewal of the MOU.
3. Amendment or modification of the MOU only requires the Partners to review and agree to the elements of the MOU that changed.
4. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU or,
5. When a new IFA is created, the MOU must be updated. For example, a change to the One-Stop partner’s infrastructure cost contributions requires updating the MOU and does not require renewal of the MOU.

### **XV. 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.

### **XVI. THIRD PARTY BENEFICIARY**

The Partners expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of The Partners intend to benefit a third party directly or substantially by this MOU. The Partners agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of The Partners based upon this MOU.

### **XVII. SOVEREIGN IMMUNITY**

Nothing in this MOU shall be construed or interpreted to be a waiver of The Partner’s sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to The Partner. Nothing in this MOU shall be



construed as consent by The Partner to be sued by third parties in any matter arising out of or related to this or any other agreement.

**XVIII. GOVERNANCE AND VENUE**

The accountability and responsibility for the One-Stop system rest with CSOW. Pursuant to WIOA, CSOW shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CSOW's Grievance/Complaint and Hearing/Appeal Procedures.

This MOU is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of the Florida Department of Education, and any provisions in this MOU in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this MOU, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

**XIX. 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, 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 Executive Director of CSOW and the designated representative of The Partner. A joint decision shall be issued within 60 calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with FloridaCommerce and the designated representative of The Partner at the State level to review concerns and determine a resolution. FloridaCommerce and the designated representative of The Partner may remand the issue back to the CSOW Executive Director and The Partner(s) or impose other remedies to resolve the issue.


**XX. SIGNATURES**

**IN WITNESS WHEREOF**, The Partner and CSOW have caused this MOU to be duly executed as of the date set forth below.

<p><b>APPROVED BY:</b> <b>CareerSource Okaloosa/Walton</b> <i>Scott Seay</i> By: _____</p> <p><b>Name:</b> <u>Scott Seay</u></p> <p><b>Title:</b> <u>Board Chair</u></p> <p><b>Date:</b> <u>04/24/2024</u></p>	<p><b>APPROVED BY PARTNER:</b> <b>Northwest Florida State College</b> Samuel Tanner McKnight <small>Digitally signed by Samuel Tanner McKnight DN: cn=Samuel Tanner McKnight, o=Northwest Florida State College, ou=VP Business Operations and Finance, email=smcknight@nwfsc.edu, c=US Date: 2024.04.24 14:42:14 -05'00'</small></p> <p>By: _____</p> <p><b>Name:</b> <u>Tanner McKnight</u></p> <p><b>Title:</b> <u>CFO / VP Operations &amp; Finance</u></p> <p><b>Date:</b> <u>4/24/2024</u></p>
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**APPROVED BY:**

**Chief Elected Official for Okaloosa and Walton Counties**

**By:**   
**Name:** Paul Mixon  
**Title:** Okaloosa County Commissioner - Chairman  
**Date:** 05.07.2024





**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**  
AB4629CD-C53C-4D47-98AE-B4F8A17AEA2A

**TRANSACTION DETAILS**

**Reference Number**  
AB4629CD-C53C-4D47-98AE-B4F8A17AEA2A

**Transaction Type**  
Signature Request

**Sent At**  
04/24/2024 09:12 CDT

**Executed At**  
04/24/2024 11:37 CDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
7c3d2c131a67cb50e71cad4c74c24c60994f7dd2b847a54f7a95c5d54d995a3

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
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**SIGNERS**

**SIGNER**

**Name**  
Scott Seay

**Email**  
sseay@chelco.com

**Components**  
2

**E-SIGNATURE**

**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
c80816b9b557d8f655d9d97204396c809a9c5c1e8000d3d191055188173f99d3

**IP Address**  
192.82.48.10

**Device**  
Chrome via Windows

**Typed Signature**  
*Scott Seay*

**Signature Reference ID**  
8E21B6DE

**EVENTS**

**Viewed At**  
04/24/2024 11:31 CDT

**Identity Authenticated At**  
04/24/2024 11:37 CDT

**Signed At**  
04/24/2024 11:37 CDT

**AUDITS**

**TIMESTAMP**

04/24/2024 09:12 CDT

04/24/2024 09:12 CDT

04/24/2024 11:31 CDT

04/24/2024 11:37 CDT

04/24/2024 11:37 CDT

**AUDIT**

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