

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP DELIVERY SYSTEM**

By and Between

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CareerSource Brevard**

and

**FLORIDA DEPARTMENT OF EDUCATION
Division of Blind Services**

I. PARTIES

The parties represented in this Memorandum of Understanding and Infrastructure Funding Agreement, hereinafter referred to as "MOU") is entered into by **Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard**, hereinafter referred to as "**CareerSource Brevard**" or "**CSB**" and **Florida Department of Education – Division of Blind Services**, hereinafter referred to as "**DBS**" or "**Partner**."

II. TERM

This MOU shall commence on July 1, 2022, or the date last executed by both parties whichever is latest, and remain in effect through June 30, 2025, regardless of date of signature. The parties agree to review this MOU annually to review infrastructure costs and partnership services. This MOU replaces MOU IA919 in its entirety. Either party wishing to withdraw from this MOU shall provide a 30-day written notice of termination to the other party. Notwithstanding the above, this MOU may be modified at any time by mutual written consent of both parties.

III. 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 service delivery system. The One-Stop service delivery system assures coordination between the activities authorized in and linked to the Act. This MOU is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Development Board 13 (LWDB 13) in Brevard County, and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) One-Stop service delivery system. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within LWDB 13.

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.

IV. PROVISION OF SERVICES

A. CSB is designated as the administrative entity by the Brevard County Board of County Commissioners as the grant recipient, administrative entity and fiscal agent for LWDB 13. CSB will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the

One-Stop service 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 service delivery system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the 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 programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

3. 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 9:00 am until 6:00 pm, Monday through Thursday, and 8:00 am to 5:00 pm on Fridays (excluding recognized holidays and emergencies). All affiliate centers shall be open to the public from 9:00 am until 6:00 pm, Monday through Thursday, and 8:00 am to 12:00 pm on Fridays (excluding recognized holidays and emergencies).
4. Coordinate with 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 service delivery system.
5. Provide screening, testing and employment assistance as appropriate.
 - a) All applicable screening and test results will be jointly shared between Partner and CSB.
 - b) All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
 - c) All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
6. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Model CareerSource Brevard core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
10. Implement a continuous quality improvement program.
11. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
12. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
13. Enforce dress standards through the career center Partner management team.
14. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
15. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.

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- a) Partner staff shall adhere to the CSCC dress code and require the same of their customers.
- b) Customers will also be required to adhere to child-friendly hours.
- c) Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
- d) Partner is responsible for notifying scheduled customers of the changes.

16. The contact information for CSB is as follows:

Career Center Operations

Caroline Joseph-Paul
 Managing Director
 CareerSource Brevard
 295 Barnes Blvd., Rockledge, FL 32955
 Telephone: 321-394-0650
 Fax: 321-690-3218
 E-Mail: cpaul@careersourcebrevard.com

Contract Management and Notices

Jana Bauer
 Vice President of Operations
 CareerSource Brevard
 297 Barnes Blvd., Rockledge, FL 32955
 Telephone Number: 321-394-0696
 Fax Number: 321-504-2065
 E-Mail: jbauer@careersourcebrevard.com

B. DBS will perform the following functions:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop service 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 service delivery system.
2. Coordinate with CSB 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 service delivery system.
3. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop service delivery system.
5. Provide CSB with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSB management regarding the performance of the Partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the Partners' programs and procedures to CSB staff.
8. Inform CSB Program Manager of any conflicts and/or grievances, who shall consult with the CSB management and appropriate supervisors in the resolution of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSB grievance policy found at www.careersourcebrevard.com.
9. Adhere to policies of non-discrimination and accessibility for people with disabilities.
10. Assist CSB with screening and eligibility determination for workforce services and in obtaining

credentials, academic progress and other documentation of eligible participants as required.

11. Provide quarterly instruction or as needed to educate CSB on blindness skills and computer software resources (Fusion Pro).
12. Provide handheld or electronic magnifiers as needed to support clients working with CSB centers. This is also contingent on equipment availability.
13. Provide one (1) annual upgrade per CSB center of Fusion Pro software, rendered on an in-kind basis where approved per the infrastructure agreement with CareerSource.
14. At the request of CSB or on an as-needed basis, provide registration assistance to individuals from DBS that have been referred for services.
15. Subject to the confirmation practices of the local CareerSource Board, the Division of Blind Services will appoint a representative to serve as a member of the Board, in accordance with WIOA Public Law No. 113-128, Title I, s. 107(b)(2)(C). The DBS representative shall attend CareerSource Brevard meetings and provide input to CareerSource Board.
16. Establish and maintain a profile in the Crosswalk Agency referral portal, found at www.https://crosswalkrs.com/ to allow DBS team members from any location to refer jobseekers in need of employment and training services. CSB staff will utilize this portal to refer universal customers for assistance.
17. The contact information for Partner is as follows:
Theodore Pobst, District Administrator
Division of Blind Services
Telephone Number: (386) 254-3809
Fax: (321) 637-7244 (386) 239-6107
E-Mail: Theodore.Pobst@dbs.fldoe.org

V. METHODS OF INTERNAL REFERRAL

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partner agrees to:

- a) Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network;
- b) Develop materials summarizing their program requirements and making them available for Partners and customers;
- c) Provide a paragraph regarding the description of services with website link to organization/entity to be placed on CSB website for each and consistency of referrals;
- d) Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- e) Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs;
- f) Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- g) Commit to robust and ongoing communication required for an effective referral process, and
- h) Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information 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.

VII. DATA SHARING

CSB will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSB will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CSB's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All one stop career center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop service delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

One-Stop service delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the one-stop career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the One-Stop service delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general

operation of the one-stop career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation for the one-stop career center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

IX. THE ONE-STOP OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop service delivery system career centers. This plan identifies all costs associated with operating the local AJC One-Stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop service delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the One-Stop operating budget the master budget necessary to maintain the high standard One-Stop service delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to Partner's proportionate use and relative benefits received. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

All required and additional Partners agree to provide access to their programs in the One-Stop Career Centers and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B – Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the Partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained Career Center staff and other physically co-located Partner staff can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost

equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard selected the cost allocation bases to determine overall Partner contributions. This was done to remedy the imbalance on non-physically represented Partners, and to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the One-Stop operator,
2. Joint planning, policy development, and system design processes,
3. Commitment to the joint goals, strategies and performance measures,
4. The use of common and/or linked data management systems and data sharing methods, as appropriate,
5. Leveraging of resources including other public agency and non-profit organization services,
6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the One Stop on a full or part-time basis, or not have their representatives in the One Stop but offer a technology option to serve customers.

XII. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional cost of operating a local One-Stop service delivery system (i.e. Partner's program or administrative funds) may differ depending upon the Partner's programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For types of funding and additional information, see Training and Employment Guidance Letter (TEGL) 17-16: Infrastructure Funding of the One-Stop service delivery System at: https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2017/TEGL_17-16.pdf.

XIII. COST RECONCILIATION

All parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSB will submit invoices to the Partners bi-annually and will send a copy of the updated budget to all Parties on an annual basis. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSB will review disputed cost items, and when necessary, revise the invoice and the adjusted budget upon resolution of the dispute.

All Parties to this MOU recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A Partner planning form for all contributions is outlined in **Attachment C – Reconciliation Planning Form**.

XIV. AMENDMENTS AND MODIFICATIONS

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 MOU sent via certified U. S. Mail. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XV. MERGER

This MOU constitutes and expresses the entire and integrated understanding and MOU between the parties hereto, superseding, incorporating and merging all prior understandings, MOUs, and discussions relating to the transactions contemplated hereby, and no MOUs, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

XVI. THIRD PARTY BENEFICIARY

The Parties 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 Parties intend to directly or substantially benefit a third party by this MOU. The Parties 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 Parties based upon this MOU.

XVII. GOVERNANCE AND DISPUTE RESOLUTION

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB, its Board of Directors and the Brevard County Board of County Commissioners. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop service delivery system. Any dispute concerning this MOU will be resolved in accordance with CSB's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either Party 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 President/CEO of CSB and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Brevard and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVIII. MONITORING

CSB or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
2. Those laws, regulations, and policies are properly enforced,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services or other benefits on the basis of (i) political or religious affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA

Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XX. INDEMNIFICATION

All Parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State for the consequences of any act or omission of any third party. The Parties acknowledge that CSB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSB or the one-stop operator.

XXI. SEVERABILITY

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

XXII. ASSIGNMENT

CSB and PARTNER each bind its respective entity and its successors, legal representatives, and assigns to the other party to this MOU, and to the Partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this MOU; and neither CSB nor Partner shall assign nor transfer their interest in this MOU without the prior written consent of the other party.

XXIII. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this MOU, the relationships of Partner to CSB is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the Partner or its employees as an employee of CSB. As an independent contractor, the Partner shall not be entitled to any of the rights, privileges or benefits of CSB employees.

XXIV. APPLICABLE LAW

Except as otherwise stated herein, the law of the State of Florida shall govern the validity of this MOU, its interpretation and performance, and any other claims related hereto.

XXV. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

XXVI. VENUE

Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

XXVII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XXVIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part

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Attachment A - One-Stop Service Delivery System Operating Budget

**PY 22-23 Comprehensive Budget for CSB's One-Stop Service Delivery System
 Effective: 07/01/2022**

Description	Budget
INFRASTRUCTURE COSTS	
Office Rent / Leases	\$527,100
Utilities	\$91,400
Repairs and Maintenance	\$104,400
Property Insurance	\$18,200
Institutional Supplies	\$34,500
Telephone	\$31,400
Furniture / Equipment	\$126,000
IT Network (software, licenses, supplies)	\$244,900
Equipment Rental / Storage	\$16,200
TOTAL INFRASTRUCTURE COSTS	\$1,194,100
ADDITIONAL SERVICES	
Shared Career Center Staffing	\$116,400
TOTAL ADDITIONAL SERVICES	\$116,400
TOTAL ONE-STOP OPERATING BUDGET	\$1,310,500
FTEs Supporting the One-Stop System	85.00
Cost Per FTE = Total One-Stop Operating Budget / # FTEs	\$15,418
Direct Linkage = 0.1 x Cost per FTE	\$1,542

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Attachment B – Partners On-Site Representation Schedule

CareerSource Brevard One-Stop Career Center Partner On-Site Representation Schedule PY 22-23						
Required Program Partner	Governance	Local Grantee	Total # of FTES	Weekly Staff Hours	% of Total FTES	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSB	19.14	765.60	22.6%	\$295,093
NEG Grants	DOL	CSB	7.70	308	9.2%	\$118,713
CDBG ReBuild Florida	HUD	CSB	4.45	178	5.2%	\$68,609
Welfare Transition	HHS/TANF	CSB	18.37	734.8	21.6%	\$283,222
Wagner Peyser & MFEA	DOL	CSB	9.28	371.2	10.9%	\$143,076
DVOP (Veteran Program)	DOL	CSB	4.00	160	4.7%	\$61,671
LVER (Veteran Program)	DOL	CSB	4.00	160	4.7%	\$61,671
SNAP Employment & Training	HHS	CSB	3.95	158	4.6%	\$60,900
RESEA / UC	DOL	CSB	5.11	204.4	6.0%	\$78,784
Senior Community Employment Service Prog.	DOL	AARP Foundation	2.40	96	2.8%	\$37,002
Adult Education and Family Literacy	DOE	Brevard Public Schools – Adult Education	1.00	40	1.2%	\$15,418
Job Corps	DOL	Job Corps	1.00	40	1.2%	\$15,418
Early Learning Coalition		Early Learning Coalition	4.00	160	4.7%	\$61,671
Brevard Achievement Center		Brevard Achievement Center	0.20	8	0.2%	\$3,084
Vocational Rehabilitation*	DOE	Vocational Rehabilitation	0.10	4	0.1%	\$1,542
Career and Technical Education**	DOE	Eastern Florida State College	0.10	4	0.1%	\$1,542
Housing and Human Services**	DEO	Brevard County Board of County Commissioners	0.10	4	0.1%	\$1,542
Division of Blind Services*	DOE	Florida Division of Blind Services	0.10	4	0.1%	\$1,542
TOTALS			85.00	3,400	100%	\$1,310,500

Infrastructure Contribution

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTES

Estimated Cost per FTE = \$15,418

Estimated Partner Infrastructure Contribution = Estimated Cost per FTE x Partner total #FTES

Notes:

*Direct Linkage Partner

Direct Linkage (DL) Infrastructure Contribution

Direct Linkage is defined as a minimum of 4 hours/week (.1 FTE) of time for access through technology.

Direct Linkage = \$1,542

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
 For ONE-STOP DELIVERY SYSTEM**

Attachment C – Reconciliation Planning Form for PY Ending June 30, 2023

Outlined in **Section XIII. Cost Reconciliation** of the MOU, all parties agree that an annual reconciliation of budgeted and actual costs will be performed. Attachment B represents the actual annual Operating Costs for the program year ending June 30, 2023, for which each Partner's fair share of costs are being billed. Attachment B represents each Partners' share of the IFA costs for the year ending June 30, 2023 for which an invoice will be prepared and distributed for reconciliations to be completed by August 1, 2023.

Funding for your required contribution of IFA costs may be in the form of:

1. Cash, Non-Cash, or Third-Party In-Kind Contributions;
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

A complete description of each contribution is outlined at https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2017/TEGL_17-16.pdf

Some Partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	(not required)	
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		