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## Infrastructure Funding Agreement and Memorandum of Understanding

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By and between Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a.  
CareerSource Flagler Volusia

And

Florida Department of Education, Division of Vocational Rehabilitation

### **I. PARTIES**

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014 and is entered into by and between the Florida Department of Education, Division of Vocational Rehabilitation (Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for the Partner is as follows:

Name/Title: Allison Flanagan, Director  
Telephone: 850.245.3285  
Email: Allison.Flanagan@vr.fldoe.org

The contact information for CareerSourceFV is as follows:

Name/Title: Robin R. King, President/CEO  
Telephone: 386.323.7077  
Email: robinking@careersourcefv.com

### **II. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 (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 delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

The Act requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this Agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system and to establish access to Partner's services through the local comprehensive Career Center located in Orange City.

The Parties to this Agreement agree that joint funding and accessibility are necessary pieces of the foundation for an integrated service delivery system.

### **III. ROLES AND RESPONSIBILITIES**

CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.

The CareerSource FV Board of Directors will at a minimum:

In agreement with the Local Chief Elected Officials (CEO) and other applicable Partners within the region, develop and submit a LWDB plan that includes a description of the activities that shall be undertaken by CareerSourceFV and its Partners, and that aligns its strategic vision, goals, objectives, workforce-related policies to the regional plan and economy.

In agreement with the Local CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies.

In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:

- Adequate, sufficient, and accessible One-Stop center location and facilities,
- Sufficient numbers and types of providers of career and training services,
- A holistic system of supporting services,
- One comprehensive One-Stop Center, and
- A competitively procured One-Stop Operator.

Determine the role and day-to-day duties of the One-Stop operator and other contracted providers,

Approval annual budget allocations for the operation of the CareerSource FV Career Centers,

Work with the One-Stop operator recruit operational Partners and negotiate MOUs with new Partners,

Leverage additional funding for the CareerSourceFV Career Centers to operate and expand One-Stop customer activities and resources, and

Review and evaluate performance of the CareerSourceFV, One-Stop operator and other contracted providers.

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV's board of directors with the development and submission of a single regional plan,
- Support CareerSourceFV's board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare reports and recommendations to CareerSourceFV's board of directors and committees, and
- Oversee negotiations and maintenance of MOUs with the One-Stop Partners.

The One-Stop Operator will at a minimum:

Manage daily operations, including, but not limited to:

- Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
- Managing hours of operations,
- Coordinating daily work schedules and workflow based upon operational needs, and
- Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

Assist CareerSource FV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:

- Ensuring that State requirements for center certification are met and maintained,
- Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
- Ensuring that CareerSourceFV's policies are implemented and adhered to,
- Reinforcing strategic objectives of CareerSourceFV's board of directors to Partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

Integrate systems and coordinate services for the Center and its Partners, by placing priority on customer service.

Integrated workforce service delivery, as defined by the Act, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.

Functional alignment including having One-Stop center staff who perform similar tasks serve on relevant functional teams, e.g. Customer Flow or Business Services.

Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope and requirements of each program.

The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the Career Center.

Oversee and coordinate partner, program and CareerSourceFV's network performance. This includes, but is not limited to:

- Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
- Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSource FV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other

- issues,
- Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures,
- Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

Manage fiscal responsibilities and records for the Center. This includes assisting CareerSourceFV with cost allocations and the maintenance and reconciliation of One-Stop center operation budgets.

The current contracted provider of One Stop services is Career Steps, Inc., a Florida for-profit organization.

#### **IV. PARTNER**

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:

- Effective communication, information sharing, and collaboration with the One-Stop operator and CareerSourceFV,
- Joint planning, policy development and system design processes,
- Commitment to the joint mission, vision, goals, strategies and performance measures,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the able and encourage program and staff integration.

#### **V. REFERRALS**

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSourceFV network.
- Develop materials summarizing their program requirements and making them available for partners and customers,
- Develop and use common intake, eligibility determination, assessment, and

registration forms where feasible,

- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

## **VI. ACCESSIBILITY**

Accessibility to the services provided by CareerSourceFV's network and all Partner agencies is essential to meeting the requirements of the CareerSourceFV's network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSourceFV's comprehensive center as well as in virtual spaces, regardless of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, veteran's status, or on the basis of any other classification protected under state or federal law.

## **VII. OUTREACH**

CareerSourceFV and its Partners will develop and implement a strategic outreach plan that may include, but it not limited to:

- Specific steps to be taken by each partner,
- An outreach plan to the region's human resources professionals,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- Sector strategies and career pathways,
- Connections to registered apprenticeships,
- A plan for messaging to internal audiences,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

## **VIII. BUDGET**

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

- Establishes and maintains CareerSourceFV's workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records

- for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSourceFV's One-Stop centers and relative benefits received, and requiring that 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.

All costs included in this Agreement, allocated according to the Partner's proportionate use and relative benefits received, and will be reconciled on a regular, no less than annual, basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith to establish outcomes that are reasonable and fair.

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 Centers.

Below is the overall operating budget for CareerSource FV's Career Centers:

Description	Budget
Assessments	15,000
Background Screening	1,500
Business Meetings	500
Career Systems Improvement	3,500
Equipment	20,000
Equipment/Other Rental	10,000
Facility Improvements	10,000
Memberships & Subscriptions	--
Office Supplies	9,000
Other Supplies	13,000
Postage & Freight	6,000
Printing & Publications	500
Rearrangements & Reconversions	5,000
Rent-Daytona Beach	80,080
Rent-Flagler	79,136
Rent-Orange City	160,842
Repairs & Maintenance	50,000
Staff Development	20,000
Staff Travel	16,500
Telephone	19,500
Utilities	37,000
Total Budget	561,058
FTE	52
Cost per FTE	10,790

## IX. COST ALLOCATION METHODOLOGY

All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSourceFV network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. The Department of Education, Division of Vocational Rehabilitation, as a required partner, must contribute to the cost of infrastructure and certain additional services.

CareerSourceFV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- 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.

As outlined in this Agreement, the costs of the infrastructure of CareerSourceFV's workforce delivery network will be funded in accordance with the requirements of Workforce Innovation and Opportunity Act of 2014; federal cost principles; and all other applicable legal requirements.

## X. PARTNER CONTRIBUTION

All CareerSource FV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner's 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.

Below are the partner contribution costs:

- A. Based upon trends in the previous two program years, it is estimated in program year 22-23 that CareerSource FV Network will serve 2637 individuals. This includes the Comprehensive Center in Orange City.

Based upon trends in the previous two program years, it is estimated in program year 22-23 that the Partner's target population of persons with disabilities will equal 7.0% of the total registrants served.

% of Registrants Served	Flat Fee	Annual Partner Contribution Amount
7.0%	\$10,790	\$756.95

B. The Partner will provide bi-annual training to CareerSource FV staff in the comprehensive center in Orange City. Each training will be one (1) hour total and may be delivered virtually or in person based on the Comprehensive Center's delivery of service status.

FTE Hourly Rate	Hours	Annual In-Kind Partner Contribution
\$38.45	2	\$76.90
\$31.59	2	\$63.18
\$16.39	2	\$32.78
<b>Total</b>		<b>\$172.86</b>

C. For the program year 2022, the Partner will assign a staff member to be available at the CareerSource FV comprehensive center in Orange City for half (1/2) day each week. Customer appointments will be virtual or in person based on the Comprehensive Center's delivery of service status. Scheduling of space will be coordinated by the Center Manager.

FTE Hourly Rate	Hours per year	Annual In-Kind Partner Contribution
\$16.39	208	\$3,409.12

D. The Division of Vocational Rehabilitation will provide payment per the table below.

<b>Infrastructure Costs 2022</b>	
Registrants Served by CareerSource FV Network	\$756.95
<b>TOTAL</b>	<b>\$756.95</b>
<b>Annual In-Kind Contributions 2022</b>	
Training provided to CareerSource FV in Orange City Center	\$172.86
Access to Services in Orange City Center	\$3,409.12
<b>TOTAL</b>	<b>\$3,581.98</b>

The Amount Due to CareerSource FV for program year 2022-2023 is **\$0.00**.



## **XI. STEPS UTILIZED TO REACH CONSENSUS**

The Partners and CareerSourceFV conferred regarding the involvement of each partner at the CareerSourceFV Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSourceFV 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.

## **XII. TERM**

This MOU is entered into on the date executed by all parties. This MOU will become effective as of the date of signing by the final signatory through June 30, 2025. The parties agree to review this Agreement no less than annually to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

## **XIII. AMENDMENTS AND MODIFICATIONS**

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

## **XIV. MERGER**

This Agreement constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all other 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.

## **XV. 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 Agreement. None of the Parties intend to directly or substantially benefit a third party by Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

## **XVI. GOVERNANCE**

The accountability and responsibility for the Career Center system's organizational activity and accomplishments will be with CareerSourceFV. Pursuant to the Act, CareerSourceFV shall conduct oversight with respect to the One-Stop delivery system.

## **XVII. DISPUTE AND IMPASSE RESOLUTION**

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

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

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.

#### **XVIII. PAYMENT METHODOLOGY**

CareerSourceFV shall submit to the Partners bi-annual invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, December 31, annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section IX. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

This Agreement is subject to and incorporates the following:

- a) Attachment 1
  - i) Partner terms and conditions

In witness whereof, the parties hereto have executed the Agreement as of the date set forth below.

FLORIDA DEPARTMENT OF EDUCATION

\_\_\_\_\_  
Richard Corcoran  
Commissioner

Date: \_\_\_\_\_

VOCATIONAL REHABILITATION

\_\_\_\_\_  
Allison Flanagan  
Director

Date: \_\_\_\_\_

CAREERSOURCE FLAGLER VOLUSIA

  
\_\_\_\_\_  
Robin King  
President & CEO

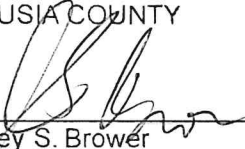
Date: 7/21/2022

Signature Page 1 of 3

SIGNATURES CONTINUED


IN WITNESS WHEREOF, the Local Elected Officials have acknowledged the Agreement as of the date set forth below.

VOLUSIA COUNTY

  
\_\_\_\_\_  
Jeffrey S. Brower  
Chair, County Council

Date: 7/18/2022

Attest:

  
\_\_\_\_\_  
George Recktenwald  
County Manager

Date: 7/18/2022



Signature Page 2 of 3

SIGNATURES CONTINUED

IN WITNESS WHEREOF, the Local Elected Officials have acknowledged the Agreement as of the date set forth below.

**FLAGLER COUNTY**

  
\_\_\_\_\_  
Joseph Mullins  
Chair, Board of County Commissioners

*SPM*  
Date: 6-20-22