



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.17.

5/7/2024

Subject:

CareerSource Consortium - Interlocal Agreement between Brevard County, Flagler County, and Volusia County.

Fiscal Impact:

N/A

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve the Interlocal Agreement between Brevard County, Flagler County, and Volusia County creating the CareerSource Consortium;
2. Authorize the Chair to sign the Interlocal Agreement (subject to the review and approval by the County Attorney's Office and Risk Management);
3. Appoint Commissioner Rob Feltner to serve as Brevard County's member of the Consortium; and
4. Appoint the County Manager as the alternate member for Brevard County to the Consortium.

Summary Explanation and Background:

The Reimagining Education and Career Help (REACH) Act, which was signed into law by Governor DeSantis in 2021, called for a reduction in the number of local workforce development boards to better serve job seekers, workers, and business in Florida. Specifically, it directs the following actions:

1. Eliminate multiple layers of administrative entities to improve coordination of the workforce development system.
 - a. Consolidation of CareerSource Flagler Volusia (Local Workforce Development Area 11) and CareerSource Brevard (Local Workforce Development Area 13) to create a new three-county local workforce development area for Flagler, Volusia, and Brevard counties (Local Workforce Development Area/Region 27).
2. Establish consistent eligibility standards across the state to improve the accountability of workforce-related programs.
3. Provide greater flexibility in allocating resources to maximize the funds directed to training and business services.

The attached Interlocal Agreement provides that all incorporated and unincorporated areas within Brevard County, Flagler County, and Volusia County have been consolidated as designated by the Governor of the State of Florida as Local Area/Region 27, effective July 1, 2024. The Local Workforce Development Board for

Flagler/Volusia will be dissolved. The Brevard Workforce Development Board, Inc. dba CareerSource Brevard will become Brevard Workforce Development Board, Inc. dba CareerSource Brevard Flagler Volusia.

The newly established "Consortium", established by the Interlocal Agreement, will collectively serve as the Chief Elected Official for the new CareerSource Brevard Flagler Volusia and will consist of one currently serving Commissioner from Brevard County, one currently serving Commissioner from Flagler County, and one currently serving Commissioner from Volusia County. An alternate from each jurisdiction shall be appointed as specified in Section 3.1.1. of the attached Interlocal Agreement.

Initial appointments to the Local Workforce Development Board (LWDB) will be by unanimous approval of the Consortium.

The LWDB shall provide strategic oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.

The LWDB shall ensure the existing physical and programmatic access to services by employers, workers, and job seekers within each County will be assessed and provided in a manner that maximizes customer access and satisfaction. Physical locations for services and operations will be located in all three Counties and, to the extent feasible, honor existing physical locations that are utilized currently.

The executive director shall be an employee of CareerSource Brevard Flagler Volusia and shall report to the LWDB and Consortium.

The LWDB shall develop a 4-year local area workforce plan ("Local Plan") along with a 2-year plan modification in partnership with and approved by the Consortium and consistent with Workforce Innovation and Opportunity Act of 2014 (WIOA) section 108.

In order to provide for fairness and equity in merging these two CareerSource entities, the following require "unanimous" approval by the consortium:

1. The Chair of the Consortium shall review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state and local laws and within the terms and conditions of this Agreement. Other powers or authority reserved to the Chief Executive Officer pursuant to Section 445.007, Fla. Stat. or other applicable state or federal law, shall be exercised collectively by the Consortium, with unanimous consent.
2. Initial appointments of the LWDB shall be by unanimous approval of the Consortium.
3. The Consortium shall approve the annual budget of the LWDB and such approval must be made by unanimous vote. The annual budget shall be based upon the planning numbers provided by the Florida Department of Commerce and include all public workforce development funds, non-public revenues, and discretionary grants.
4. All non-public revenues and grant funds (unrestricted) shall be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific time and purpose only by unanimous vote of the Consortium members.

5. Designation or change of the Administrative Entity and/or Fiscal Agent shall require unanimous approval by the Consortium.
6. Designation or change of Executive Director shall require unanimous approval by the Consortium.
7. Upon unanimous consent, the Consortium shall have the authority to suspend, with or without pay, or remove the Executive Director with or without cause.
8. Approval of a process for the LWDB to select general counsel for the new entity. Designation or change of general counsel shall require unanimous approval by the Consortium.
9. Consideration of applicants and, from those, recommendation of an Executive Director or Interim Executive Director for unanimous approval by the Consortium.

Clerk to the Board Instructions:

Upon execution of the Interlocal Agreement by the Chair and attestation by the Clerk, please file the original signed Interlocal Agreement with the Clerk of Court pursuant to Subsection 163.01(11), Florida Statutes, and return the Interlocal Agreement to the County Manager's Office.



May 8, 2024

M E M O R A N D U M

TO: Frank Abbate, County Manager

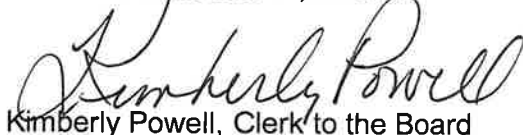
RE: Item F.17., CareerSource Consortium – Interlocal Agreement Between Brevard County, Flagler County, and Volusia County

The Board of County Commissioners, in regular session on May 7, 2024, approved the Interlocal Agreement between Brevard, Flagler, and Volusia County, creating the CareerSource Consortium; authorized the Chair to sign the Interlocal Agreement, subject to review and approval by the County Attorney's Office and Risk Management; appointed Commissioner Feltner as the Brevard County member of the Consortium; and appointed you as the alternate member.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

cc: Commissioner Feltner
Risk Management
County Attorney

6/14/2024 11:02:42 AM
Instrument# 2024116080 15 pages
Book: 8569 Page: 4536
Electronically Recorded By
Volusia County Clerk of the Court

Inst No: 2024025928 6/21/2024 3:17 PM
BK:2878 PG:1562 PAGES:15
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY, FLAGLER COUNTY, AND VOLUSIA COUNTY**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between **Brevard County**, a political subdivision of the State of Florida, **Flagler County**, a political subdivision of the State of Florida, and **Volusia County**, a political subdivision of the State of Florida for the purposes of establishing the Brevard/Flagler/Volusia Workforce Development Consortium, hereinafter referred to as the "**Consortium**", and establishing the roles and responsibilities of the Consortium. Collectively, Brevard County, Flagler County, and Volusia County are referred to as the "Counties," and the Counties may be referred to singularly as a "County."

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 ("WIOA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area ("Local Area"); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, ("Florida WIOA"), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, all incorporated and unincorporated areas within Brevard County, Flagler County and Volusia County have been consolidated and designated by the Governor of the State of Florida as region 27 referred to herein as the "Local Area," effective July 1, 2024; and

WHEREAS, the Brevard County Board of County Commissioners is designated as the Brevard County Chief Elected Official ("Brevard CEO"), the Flagler County Board of County Commissioners is designated as the Flagler County Chief Elected Official ("Flagler CEO") and

the Volusia County Council is designated as the Volusia County Chief Elected Official (“Volusia CEO”) (individually, each “chief elected official” a “CEO); and

WHEREAS, pursuant to the WIOA and the Florida WIOA (collectively, “the Acts”), the Brevard CEO, Flagler CEO and Volusia CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional region/Local Area and defines the scope of this relationship and respective roles and responsibilities, as provided herein; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, local governmental units are authorized to enter into Agreements among themselves in order to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Brevard CEO, Flagler CEO and Volusia CEO do hereby agree to and accept the designation of the region/Local Area comprised of the three counties as the Local Workforce Development Area under the Acts, agree to serve collectively as the CEO of the Local Area, and do hereby establish the Consortium to act on their behalf in accordance with the provisions set forth herein; and

WHEREAS, the Acts require the CEOs to establish a local workforce development board and to appoint its members, and to carry out any other responsibilities in accordance with the Acts; and

WHEREAS, the LWDB established hereunder will be known as the Brevard/Flagler/Volusia Local Workforce Development Board (the “LWDB”); and

WHEREAS, in accordance with the Acts (specifically, 29 U.S.C.A. § 3122(f) and Section 445.007, Fla. Stat.) the local board may hire an executive director and other staff to assist in carrying out the functions described in the Acts and may designate a person responsible for the operational and administrative functions of the local board (hereafter, such designated person is referred to as the “executive director”); and

WHEREAS, the Brevard CEO, Flagler CEO and Volusia CEO acknowledge the need for maximization of education, training and employment resources and the need for a Local Workforce Development Board charged with the responsibility for implementing federal and state policies within the region/Local Area.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the recitals set forth above are incorporated herein by reference and further agree as follows:

ARTICLE I
TERM OF THIS AGREEMENT

1.1 This term of this Agreement shall commence on the Effective Date of July 1, 2024, and continues through June 30, 2025 (“Term”), unless otherwise terminated as provided for herein.

1.2 Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending on June 30, unless any party provides written notice to the other parties of its intent not to renew no later than ninety (90) days before July 1 of any extension period.

ARTICLE II
FILING OF THIS AGREEMENT

2.1 This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for Agreement related purposes only. Each original set of signatures shall be filed with each county’s Clerk of the Court pursuant to Subsection 163.01(11) of the Florida Statutes.

ARTICLE III
CONSORTIUM MEMBERS

3.1 The Consortium shall be composed of the following three (3) members:

- a) One (1) currently serving Commissioner of the Brevard County Board of County Commissioners;
- b) One (1) currently serving Commissioner of the Flagler County Board of County Commissioners; and
- c) One (1) currently serving member of the Volusia County Council.

3.1.1 Each CEO shall have the option to appoint an alternate Consortium member to represent the CEO at meetings of the Consortium when the primary Consortium member from that County is not available or present at such meeting (each, an “Alternate”). The Alternate may be, without limitation, a currently serving elected Commission/Council member, the County Administrator/Manager, or an Asst. or Deputy County Administrator /Manager for the county in which the CEO is the local governing board.

3.2 Members of the Consortium shall serve for fixed and staggered terms of two (2) years with the exceptions described herein. The initial Consortium appointments shall be staggered between one (1) and two (2) year terms to establish only a portion of the memberships expiring each year.

3.2.1 Should a Consortium member (including a designated Alternate) be unavailable to complete the term of appointment to the Consortium by virtue of the end of term in office, death or any other reason, the affected county shall appoint a currently serving commissioner or councilmember (or, in the case of an Alternate, an individual qualified to be an Alternate per Section 3.1.1) to complete the existing term of the former member of the Consortium.

3.3 The Consortium shall elect from among its members by a simple majority vote, one (1) member to act as Chair of the Consortium and one (1) member to act as Vice Chair.

3.3.1 The Chair and Vice-Chair shall serve a one-year term.

3.3.2 For the first year of this Agreement, the Chair shall be from Brevard County; the Vice-Chair shall be chosen from Flagler or Volusia; however, if Consortium members are unable to elect a Vice-Chair by a simple majority vote, then a Vice-Chair shall be elected by a coin toss.

3.3.3 For the second and successive years of this Agreement, the positions of Chair and Vice-Chair shall rotate among the Counties.

3.3.4 The Chair of the Consortium shall review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state and local laws and within the terms and conditions of this Agreement. Other powers or authority reserved to the CEO pursuant to Section 445.007, Fla. Stat. or other applicable state or federal law, shall be exercised collectively by the Consortium, with unanimous consent.

3.4 A quorum of the Consortium shall consist of all three members of the Consortium (or their respective Alternates). In the absence of a quorum, no official action shall be taken.

3.5 Brevard County staff, Flagler County staff and Volusia County staff (collectively, "County Staff") shall serve as staff to their respective County members of the Consortium. County Staff may include the County Administrator/Manager, or designee, and County Attorney, or designee, from each County.

3.6 The executive director of the LWDB will serve as staff to the Consortium and will also provide for proper advertising (with the cooperation of County Staff), staffing, and minutes of the meetings of the Consortium.

ARTICLE IV

AUTHORITIES AND RESPONSIBILITIES OF THE CONSORTIUM

4.1 All decisions or actions that may be required of the respective CEOs pursuant to the Acts or other applicable laws shall be undertaken jointly by the CEOs or their respective designees, except as may otherwise be set forth in this Agreement.

4.2 The Consortium shall establish the Bylaws of the LWDB to include the appointment process, composition, and roles and responsibilities of the LWDB. The authority to establish, amend or replace the Bylaws lies solely with the Consortium.

4.2.1 The initial appointments to the LWDB shall follow the below guidelines to support continuity of leadership, oversight, and the transition to a regional focus.

a) The Consortium shall consider each member for appointment to the LWDB consistent with the criteria established under the Acts.

b) All initial appointees to the LWDB shall serve fixed and staggered terms of two (2) years with the exception described herein. The initial LWDB appointments will be staggered between one (1) and two (2) year terms to establish only half of the membership expiring each year.

c) Members of the LWDB may not serve for more than eight (8) consecutive years, unless such member is a representative of a governmental entity. If a Member of the LWDB is appointed to serve the remainder of an unexpired term, then such service shall count towards the Member's eight (8) year limit.

d) Prior service on the Brevard LWDB or the Flagler/Volusia LWDB will not count towards the eight (8) year term limit.

e) The term of appointment for the County Administrators/Managers, or their designees, are not subject to the terms of membership specified herein.

f) All appointments to the LWDB after this initial appointment will follow the recruitment and appointment process identified hereafter in the Interlocal Agreement and Bylaws.

4.2.2 The Consortium shall appoint members to the LWDB while utilizing the existing administrative process, key staff at each County, and staff of the LWDB, including the executive director, to conduct the recruitment, solicitation, and vetting process. This is to include posting/advertising vacancy announcements in compliance with each CEO's Policy for Board and Committee Appointments, review of applicants to ensure compliant residency/registered voter status, and confirmation that each LWDB member files the required annual financial disclosure forms. Consistent with the delegated functions granted to the Consortium, the final slate of qualified applicants will then be voted on by the Consortium.

4.2.3 The LWDB will be composed of members using the criteria for appointment as set forth in 29 USC 3122 and Section 445.007, Florida Statutes, and applicable bylaws.

4.2.4 The initial appointments to the LWDB shall be by unanimous approval of the Consortium. Thereafter, the appointments to the LWDB will be by approval of the majority of the Consortium.

4.2.5 Appointments to the LWDB shall be in proportion to the respective population of each County according to the then-current population estimates published at <http://edr.state.fl.us/content/area-profiles/county/index.cfm> (as rounded to the nearest 1/100th of a percent) and in accordance with Section 445.007, Florida Statutes, 29 USC 3122, and applicable Bylaws. To maintain their appointment, members appointed in the Business category shall maintain their principal place of business in that County throughout the term of their appointment to the LWDB.

4.2.6 Local Area residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the nominating CEO and upon approval by the Consortium.

4.2.7 The authority to appoint, reappoint, or revoke the appointment of members to the LWDB lies solely with the Consortium. Appointment or reappointment of members to the LWDB shall be by a simple majority vote of the Consortium. Removal of members from the LWDB shall be by a simple majority vote of the Consortium and may be with or without cause. Appointment to membership on the LWDB necessitated by removal, resignation, or loss of qualifications of a previous appointee to retain the appointment, shall be for the remainder of the term of the prior appointee being replaced.

4.3 The Consortium shall approve the annual budget of the LWDB and such approval must be made by unanimous vote. The annual budget shall be based upon the planning numbers provided by the Florida Department of Commerce and include all public workforce development funds, non-public revenues, and discretionary grants.

4.3.1 All local government workforce development funds (Non-Federal) shall be allocated on behalf of each County as said funds are allocated by the local government. These funds may not be reallocated to another County within the Local Area.

4.3.2 All non-public revenues and grant funds (unrestricted) shall be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific time and purpose only by unanimous vote of the Consortium members.

4.4 The Consortium shall administer a process to designate and enter into agreement(s) with an "Administrative Entity" and "Fiscal Agent," as those terms are contemplated or used by the Acts (29 U.S.C.A. § 3122(d)(12) and Section 445.007(b), Fla. Stat.) for all programs promulgated under the Acts for the Local Area no later than July 1, 2024. Designation or change of the Administrative Entity and/or Fiscal Agent shall require unanimous approval by the Consortium.

4.4.1 The Consortium shall define the specific functions, duties, and responsibilities of the Administrative Entity for the administration and operation of workforce development programs in the Local Area in accordance with the Acts and corresponding regulations.

a) The Administrative Entity shall serve as staff to the LWDB.

b) The Administrative Entity is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the Consortium and the Governor.

c) If any member of the Consortium (or a majority of the members of the LWDB representing a given County, as set forth in Section 5.1 of this Agreement) determines—from an equitable standpoint, taking into account the allocations for the respective Counties as set forth in Section 4.3—that any proposed services or programs, or changes thereto, disproportionately affects the County they represent, such services or programs, or changes thereto, must be approved by said Consortium member before implementation or alteration. The Consortium members will use their best efforts to resolve or avoid disproportionate negative impacts to any given County.

4.4.2 Until such time that the LWDB is established and has provided for fiscal agent services, the Consortium shall recognize the Fiscal Agent Agreement previously executed and in place between CareerSource Brevard and CareerSource Flagler/Volusia setting forth the specific functions, duties, and responsibilities of the Fiscal Agent in accordance with the Acts and corresponding regulations. The Fiscal Agent shall ensure sustained fiscal integrity, internal controls, and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies.

4.5 The Brevard CareerSource executive director is hereby appointed the executive director of the Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard Flagler Volusia (“CareerSource Brevard Flagler Volusia”).¹ Designation or change of executive director shall require unanimous approval by the Consortium.

4.5.1 The Consortium shall conduct regular performance reviews of the executive director. The frequency and form of such reviews shall be determined by unanimous consent of the Consortium.

4.5.2 Upon unanimous consent, the Consortium shall have the authority to suspend, with or without pay, or remove the executive director with or without cause. The Consortium shall provide written notice to the executive director of the termination of his or her employment, specifying the date on which employment shall terminate.

¹ By a majority vote, the Consortium may pursue a change of legal entity name at any time. The new entity name shall be approved by unanimous vote of the Consortium.

4.6 The Consortium shall approve a process for the LWDB to select general counsel for the new entity. Designation or change of general counsel shall require unanimous approval by the Consortium.

4.7 The Consortium shall meet from time-to-time as it deems necessary and appropriate, but not less than twice per year, to conduct business as may be necessary. One (1) of these meetings may include the LWDB.

4.8 All Consortium meetings shall be conducted in accordance with the “sunshine provisions” of WIOA and Florida’s Government-in-the-Sunshine Act.

ARTICLE V

AUTHORITIES AND RESPONSIBILITIES OF THE LWDB

5.1 The LWDB shall provide strategic oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided. If a majority of the members of the LWDB representing a given County find that any proposed programmatic changes (including programmatic access described below) disproportionately affects the County they represent, the proposed programmatic change shall be referred to the Consortium for consideration and approval prior to implementation.

5.2 The LWDB shall ensure the existing physical and programmatic access to services by employers, workers, and job seekers within each County will be assessed and provided in a manner that maximizes customer access and satisfaction. Physical locations for services and operations will be located in all three Counties and, to the extent feasible, honor existing physical locations that are utilized currently (as of the Effective Date) by either existing Career Source entity.

5.3 Subject to Section 4.5 above, the LWDB shall have the power to consider applicants and, from those, recommend an executive director or interim executive director for unanimous approval by the Consortium. The executive director shall be an employee of CareerSource Brevard Flagler Volusia and shall report to the LWDB and Consortium. There will be an employment contract between CareerSource Brevard Flagler Volusia and the executive director setting forth the terms and conditions of employment, which contract must be approved by the Consortium.

5.4 The LWDB shall develop a 4-year local area workforce plan (“Local Plan”) along with a 2-year plan modification in partnership with and approved by the Consortium and consistent with WIOA section 108. The LWDB shall monitor progress toward the achievement of the performance measures set forth in the Local Plan.

5.5 Working groups may be established by the LWDB as needed to address specific issues. Working groups shall only have such authority as is delegated by the LWDB.

5.5.1 An advisory, nonvoting working group will be established to review and address how past disallowed or overbudgeted costs for CareerSource

Flagler Volusia are being managed. Representatives from Brevard County will be included in the membership of this group.

5.6 The executive director shall hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantees providing services under the guidance of the LWDB and acting in partnership with the Consortium as provided herein.

5.7 The executive director and staff shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.

ARTICLE VI

AUTHORITIES AND RESPONSIBILITIES

HELD JOINTLY BY THE CONSORTIUM AND LWDB

6.1 It is the joint responsibility of the Consortium and LWDB to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers, and employers in the Local Area. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.

6.2 The Consortium and LWDB may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the “sunshine provisions” of WIOA and State legislation.

6.3 In the event the Administrative Entity or Fiscal Agent is found responsible for any disallowed costs and/or expenditures exceeding the budget of any grant, including but not limited to grants awarded under the Acts, through whatever means, the Administrative Entity or Fiscal Agent and the Consortium will mutually work to resolve all such disallowed costs. If repayment of funds is demanded by the funding source, the Administrative Entity or Fiscal Agent will have first responsibility for repayment, through its insurance, bonds, and non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If the Administrative Entity or Fiscal Agent’s insurance, bonds, grant or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the Consortium and the respective CEOs shall be liable only to the extent, required by the Acts, for repayment or for the balance of repayment, after all Administrative Entity or Fiscal Agent resources have been exhausted, of the funds which are subject to such demand. Any such liability to the respective CEOs shall be in proportion to the amount of disallowed expenditures and expenditures exceeding the budget of the grant(s) expended on behalf of each County.

6.4 In the event either CareerSource Brevard² or CareerSource Flagler Volusia³ is found responsible for any disallowed costs under any grant, including but not limited to grants awarded under the Acts, or is determined to have exceeded its budget, which is attributable to

² Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard.

³ As used herein “CareerSource Flagler Volusia” shall mean the Workforce Development Board of Flagler and Volusia Counties, Inc., d/b/a CareerSource Flagler Volusia.

actions or events occurring prior to the consolidation of the aforementioned entities, then the repayment of such disallowed costs, budget overages, other costs associated with the resolution or repayment of such costs or overages, and costs for related professional services (e.g., the cost of consultant(s), accountant(s), etc.) (collectively, "Costs"), shall be the responsibility of the respective CEO(s) for the LWDB responsible for the disallowed costs or budget overages to the extent required by the Acts, and only after all available resources have been exhausted. However, resources made available to the LWDB created hereunder shall not be used to pay for any Costs or similar required payments, with the exception of unrestricted funds of CareerSource Flagler Volusia in existence before or after the consolidation ("the Unrestricted Funds"), which may be utilized as stated below: The Unrestricted Funds may be invested by and on behalf of CareerSource Flagler Volusia prior to or after the consolidation of CareerSource Brevard and CareerSource Flagler Volusia; the Unrestricted Funds may remain so invested after CareerSource Flagler Volusia is dissolved or be otherwise invested as permitted in the plan of dissolution duly enacted by the CareerSource Flagler Volusia LWDB until all CareerSource Flagler Volusia wind up activities⁴ are concluded. Except for investment, the Unrestricted Funds must first be used for payment of Costs, or to obtain any services or take any other lawful actions related to winding up activities or resolution of outstanding CareerSource Flagler Volusia business, audits, reporting activities, or other obligations. Any Unrestricted Funds remaining after the resolution of all CareerSource Flagler Volusia's wind-up activities will be allocated for future programs on behalf of Flagler and Volusia Counties.

ARTICLE VII

LIABILITIES OF THE RESPECTIVE PARTIES

7.1 Each County shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds (including reasonable attorney's fees) that may result or arise out of any alleged negligent or willful acts or omissions of said County, its employees, or agents, in the performance or omission of any act or responsibility of said County under this Agreement. In the event that a claim is made against multiple Counties who are parties to this Agreement, it is the intent of the Counties to cooperate in the defense of said claim and to cause their insurers to do likewise, if applicable. Each County shall, however, retain the right to take any and all actions it believes necessary to protect its own interests. By virtue of the Counties each being governmental entities, no County will be responsible for the negligent acts or omissions of any other, and accordingly, do not indemnify or hold the other harmless.

7.2 In no event shall any County that is a party to this Agreement indemnify any other County for that County's own negligence, in whole or in part.

7.3 Notwithstanding the foregoing, each Party expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and the limited waiver pursuant to Section 768.28, Florida Statutes; nothing in this Agreement may be deemed as a

⁴ For the purposes of this paragraph, the term "wind up activities" shall mean those actions permitted by Florida Statute §§ 607.1405 and/or 617.1405, which are taken in order for CareerSource Flagler Volusia to conduct its affairs to the extent appropriate to wind up and liquidate its affairs, and specifically include actions intended to prepare any audit or financial monitoring responses or to resolve any audit findings or similar issues (e.g., repayment of disallowed costs).

waiver of immunity or of the limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature.

ARTICLE VIII **DISPUTE RESOLUTION**

8.1 In the event of a dispute between Brevard County, Flagler County, and/or Volusia County relating to this Agreement, the Consortium shall review such dispute and options for resolution(s). If, after further discussion of the dispute, the Consortium members cannot reach an agreement, the Consortium members agree to participate in a mediation with the mediator to be agreed upon by the Consortium members. In the event the Consortium is unable to reach a resolution through mediation, the dispute may be referred to the respective County Commissions, which may elect to hold a joint meeting to discuss the dispute. Any and all applicable provisions from the Acts shall control. To the extent Chapter 164 of the Florida Statutes applies here, this dispute resolution process shall substitute for the process set forth therein.

ARTICLE IX **INSURANCE REQUIREMENT**

9.1 The Consortium shall purchase insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from liability, which may attach due to its operation of WIOA, WI-2000 or other Federal or State workforce development programs.

9.2 The Consortium shall establish minimum insurance requirements for CareerSource Brevard Flagler Volusia, and CareerSource Brevard Flagler Volusia shall be required to purchase and maintain at its own expense the types and amounts of insurance determined by the Consortium, with limits no less than those determined by the Consortium, and in the form and from companies satisfactory to the Consortium. The Consortium may also establish specific terms and conditions for insurance coverage or policies, and CareerSource Brevard Flagler Volusia shall be required to ensure that its insurance policies comply with same. The Consortium may revise insurance requirements for CareerSource Brevard Flagler Volusia from time to time, but not more than annually.

ARTICLE X **AGREEMENT MODIFICATION OR AMENDMENTS**

10.1 This Agreement may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to the other two parties at least thirty (30) calendar days prior to requested actions effective date. Any alteration, modification, amendment or waiver in the terms and conditions of this Agreement shall not be effective unless submitted in writing, approved by all parties, signed by duly authorized representatives and filed with each County's Clerk of the Court.

ARTICLE XI **OTHER TERMS AND CONDITIONS**

11.1 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.

11.2 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.

ARTICLE XII
TERMINATION FOR CONVENIENCE

12.1 Any party to this Agreement may terminate this Agreement without cause by giving one hundred fifty (150) days' prior written notice of its termination hereof pursuant to this provision or as set forth in Article I herein.

ARTICLE XIII
NOTICES

13.1 All notices required or permitted to be given by a party under this Agreement shall be in writing and sent to the other party by certified mail, return receipt requested, or by overnight personal delivery service requiring a signature for delivery, and shall be addressed as follows:

Brevard County	Flagler County	Volusia County
Brevard County Attn: County Manager 2725 Judge Fran Jamieson Way Bldg C, Suite 301 Viera, FL 32940	Flagler County Board of County Commissioners Attn: County Administrator 1769 E. Moody Blvd #2 Bunnell, FL 32110	County of Volusia Attn: County Manager 123 West Indiana Ave. Ste. 301 DeLand, FL 32720
Copies to:	Copies to:	Copies to:
Brevard County Attn: County Attorney 2725 Judge Fran Jamieson Way Bldg C, Suite 308 Viera, FL 32940	Flagler County Attn: County Attorney 1769 E. Moody Blvd #2 Bunnell, FL 32110	County of Volusia Attn: County Attorney 123 West Indiana Ave., Ste. 301 DeLand, FL 32720

13.2 Any party may change its notice address or representative at any time by providing to the other parties a notice of that change sent in conformance with the requirements of this Article XIII.

ARTICLE XIV
ENTIRE AGREEMENT

14.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**


Rachel Sadoff, Clerk


Rita Pritchett, Vice-Chair
(Per BCC-97, Section III(C))

Date: 6/13/24

As approved by the Board on: 05/07/24

Approved as to form:


County Attorney's Office




IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

DONE AND ADOPTED, this 20th day of May 2024.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Andrew S. Dance, Chair

ATTEST:


Tom Bexley, Clerk of the Circuit Court
And Comptroller

APPROVED AS TO FORM:


Al Hadeed, County Attorney

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

COUNTY OF VOLUSIA, FLORIDA

ATTEST:

By: [Signature]
George Recktenwald
County Manager

Date: 06/06/2024

By: [Signature]
Jeffrey S. Brower
Volusia County Council, Chair

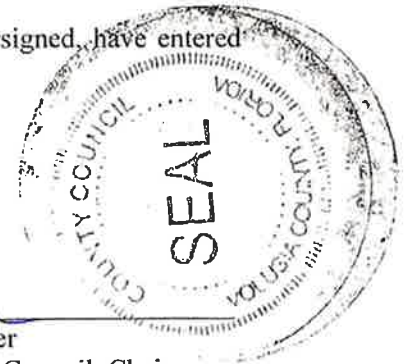
Date: 06/06/2024

Approved as to Form and Legal Sufficiency:

By: [Signature]
Michael G. Dyer
County Attorney

Date: 6/7/2024

County Council Date: 06/04/2024



**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY, FLAGLER COUNTY, AND VOLUSIA COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between **Brevard County**, a political subdivision of the State of Florida, **Flagler County**, a political subdivision of the State of Florida, and **Volusia County**, a political subdivision of the State of Florida for the purposes of establishing the Brevard/Flagler/Volusia Workforce Development Consortium, hereinafter referred to as the “**Consortium**”, and establishing the roles and responsibilities of the Consortium. Collectively, Brevard County, Flagler County, and Volusia County are referred to as the “**Counties**,” and the Counties may be referred to singularly as a “**County**.”

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (“WIOA”) authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Area”); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, (“Florida WIOA”), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, all incorporated and unincorporated areas within Brevard County, Flagler County and Volusia County have been consolidated and designated by the Governor of the State of Florida as region 27 referred to herein as the “Local Area,” effective July 1, 2024; and

WHEREAS, the Brevard County Board of County Commissioners is designated as the Brevard County Chief Elected Official (“Brevard CEO”), the Flagler County Board of County Commissioners is designated as the Flagler County Chief Elected Official (“Flagler CEO”) and the Volusia County Council is designated as the Volusia County Chief Elected Official (“Volusia CEO”); and

WHEREAS, pursuant to the WIOA and the Florida WIOA (collectively, “the Acts”), the Brevard CEO, Flagler CEO and Volusia CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional region/Local Area and defines the scope of this relationship and respective roles and responsibilities, as provided herein; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, local governmental units are authorized to enter into Agreements among themselves in order to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Brevard CEO, Flagler CEO and Volusia CEO do hereby agree to and accept the designation of the region/Local Area comprised of the three counties as the Local Workforce Development Area under the Acts, agree to serve collectively as the CEO of the Local Area, and do hereby establish the Consortium to act on their behalf in accordance with the provisions set forth herein; and

WHEREAS, the Acts require the CEOs to establish a Local Workforce Development Board (“LWDB”) and to appoint its members, and to carry out any other responsibilities in accordance with the Acts; and

WHEREAS, the LWDB established hereunder will be known as the Brevard/Flagler/Volusia LWDB; and

WHEREAS, in accordance with the Acts (specifically, 29 U.S.C.A. § 3122(f) and Section 445.007, Fla. Stat.) the local board may hire an executive director and other staff to assist in carrying out the functions described in the Acts and may designate a person responsible for the operational and administrative functions of the local board (hereafter, such designated person is referred to as the “executive director”); and

WHEREAS, the Brevard CEO, Flagler CEO and Volusia CEO acknowledge the need for maximization of education, training and employment resources and the need for a Local Workforce Development Board charged with the responsibility for implementing federal and state policies within the region/Local Area.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

TERM OF THIS AGREEMENT

1.1 This term of this Agreement shall commence on the Effective Date of July 1, 2024, and continues through June 30, 2025 (“Term”), unless otherwise terminated as provided for herein.

1.2 Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending on June 30, unless any party provides written notice to the other party of its intent not to renew no later than ninety (90) days before July 1 of any extension period.

ARTICLE II

FILING OF THIS AGREEMENT

2.1 This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for Agreement related purposes only. Each original set of signatures shall be filed with each county’s Clerk of the Court pursuant to Subsection 163.01(11) of the Florida Statutes.

ARTICLE III

CONSORTIUM MEMBERS

3.1 The Consortium shall be composed of the following three (3) members:

a) One (1) currently serving Commissioner of the Brevard County Board of County Commissioners;

b) One (1) currently serving Commissioner of the Flagler County Board of County Commissioners; and

c) One (1) currently serving member of the Volusia County Council.

3.1.1 Each CEO shall have the option to appoint an alternate Consortium member to represent the CEO at meetings of the Consortium when the primary Consortium member from that County is not available or present at such meeting (each, an "Alternate"). The Alternate may be, without limitation, a currently serving elected Commission/Council member, the County Administrator/Manager, or an Asst. or Deputy County Administrator /Manager for the county in which the CEO is the local governing board.

3.2 Members of the Consortium shall serve for fixed and staggered terms of two (2) years with the exceptions described herein. The initial Consortium appointments shall be staggered between one (1) and two (2) year terms to establish only a portion of the memberships expiring each year.

3.2.1 Should a Consortium member (including a designated Alternate) be unavailable to complete the term of appointment to the Consortium by virtue of the end of term in office, death or any other reason, the affected county shall appoint a currently serving commissioner or councilmember (or, in the case of an Alternate, an individual qualified to be an Alternate per Section 3.1.1) to complete the existing term of the former member of the Consortium.

3.3 The Consortium shall elect from among its members by a simple majority vote, one (1) member to act as Chair of the Consortium and one (1) member to act as Vice Chair.

3.3.1 The Chair and Vice-Chair shall serve a one-year term.

3.3.2 For the first year of this Agreement, the Chair shall be from Brevard County; the Vice-Chair shall be chosen from Flagler or Volusia; however, if Consortium members are unable to elect a Vice-Chair by a simple majority vote, then a Vice-Chair shall be elected by a coin toss.

3.3.3 For the second and successive years of this Agreement, the positions of Chair and Vice-Chair shall rotate among the Counties.

3.3.4 The Chair of the Consortium shall review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state and local laws and within the terms and conditions of this Agreement. Other powers or authority reserved to the CEO pursuant to Section 445.007, Fla. Stat. or other

applicable state or federal law, shall be exercised collectively by the Consortium, with unanimous consent.

3.4 A quorum of the Consortium shall consist of all three members of the Consortium (or their respective Alternates). In the absence of a quorum, no official action shall be taken.

3.5 Brevard County staff, Flagler County staff and Volusia County staff (collectively, "County Staff") shall serve as staff to their respective County members of the Consortium. County Staff may include the County Administrator/Manager, or designee, and County Attorney, or designee, from each County.

3.6 The executive director of the LWDB will serve as staff to the Consortium and will also provide for proper advertising (with the cooperation of County Staff), staffing, and minutes of the meetings of the Consortium.

ARTICLE IV

AUTHORITIES AND RESPONSIBILITIES OF THE CONSORTIUM

4.1 All decisions or actions that may be required of the respective CEOs pursuant to the Acts or other applicable laws shall be undertaken jointly by the CEOs or their respective designees, except as may otherwise be set forth in this Agreement.

4.2 The Consortium shall establish the Bylaws of the Brevard/Flagler/Volusia Local Workforce Development Board to include the appointment process, composition, and roles and responsibilities of the LWDB. The authority to establish, amend or replace the Bylaws lies solely with the Consortium.

4.2.1 The initial appointments to the LWDB shall follow the below guidelines to support continuity of leadership, oversight, and the transition to a regional focus.

a) The Consortium shall consider each member for appointment to the LWDB consistent with the criteria established under the Acts.

b) All initial appointees to the LWDB shall serve fixed and staggered terms of two (2) years with the exception described herein. The initial LWDB appointments will be staggered between one (1) and two (2) year terms to establish only half of the membership expiring each year.

c) Members of the LWDB may not serve for more than eight (8) consecutive years, unless such member is a representative of a governmental entity. If a Member of the LWDB is appointed to serve the remainder of an unexpired term, then such service shall count towards the Member's eight (8) year limit.

d) Prior service on the Brevard LWDB or the Flagler/Volusia LWDB will not count towards the eight (8) year term limit.

e) The term of appointment for the County Administrators/Managers, or their designees, are not subject to the terms of membership specified herein.

f) All appointments to the LWDB after this initial appointment will follow the recruitment and appointment process identified hereafter in the Interlocal Agreement and Bylaws.

4.2.2 The Consortium shall appoint members to the LWDB while utilizing the existing administrative process, key staff at each County, and staff of the LWDB, including the executive director, to conduct the recruitment, solicitation, and vetting process. This is to include posting/advertising vacancy announcements in compliance with each CEO's Policy for Board and Committee Appointments, review of applicants to ensure compliant residency/registered voter status, and confirmation that each LWDB member files the required annual financial disclosure forms. Consistent with the delegated functions granted to the Consortium, the final slate of qualified applicants will then be voted on by the Consortium.

4.2.3 The LWDB will be composed of members using the criteria for appointment as set forth in 29 USC 3122 and Section 445.007, Florida Statutes, and applicable bylaws.

4.2.4 The initial appointments to the LWDB shall be by unanimous approval of the Consortium. Thereafter, the appointments to the LWDB will be by approval of the majority of the Consortium.

4.2.5 Appointments to the LWDB shall be in proportion to the respective population of each County according to the then-current population estimates published at <http://edr.state.fl.us/content/area-profiles/county/index.cfm> and in accordance with Section 445.007, Florida Statutes, 29 USC 3122, and applicable Bylaws. To maintain their appointment, members appointed in the Business category shall maintain their principal place of business in that County throughout the term of their appointment to the LWDB.

4.2.6 Local Area residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the nominating CEO and upon approval by the Consortium.

4.2.7 The authority to appoint, reappoint, or revoke the appointment of members to the LWDB lies solely with the Consortium. Appointment or reappointment of members to the LWDB shall be by a simple majority vote of the Consortium. Removal of members from the LWDB shall be by a simple majority vote of the Consortium and may be with or without cause. Appointment to membership on the LWDB necessitated by removal, resignation, or loss of qualifications of a previous appointee to retain the appointment, shall be for the remainder of the term of the prior appointee being replaced.

4.3 The Consortium shall approve the annual budget of the LWDB and such approval must be made by unanimous vote. The annual budget shall be based upon the planning numbers provided by the Florida Department of Commerce and include all public workforce development funds, non-public revenues, and discretionary grants.

4.3.1 All local government workforce development funds (Non-Federal) shall be allocated on behalf of each County as said funds are allocated by the local government. These funds may not be reallocated to another County within the Local Area.

4.3.2 All non-public revenues and grant funds (unrestricted) shall be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific time and purpose only by unanimous vote of the Consortium members.

4.4 The Consortium shall administer a process to designate and enter into agreement(s) with an “Administrative Entity” and “Fiscal Agent,” as those terms are contemplated or used by the Acts (29 U.S.C.A. § 3122(d)(12) and Section 445.007(b), Fla. Stat.) for all programs promulgated under the Acts for the Local Area no later than July 1, 2024. Designation or change of the Administrative Entity and/or Fiscal Agent shall require unanimous approval by the Consortium.

4.4.1 The Consortium shall define the specific functions, duties, and responsibilities of the Administrative Entity for the administration and operation of workforce development programs in the Local Area in accordance with the Acts and corresponding regulations.

a) The Administrative Entity shall serve as staff to the LWDB.

b) The Administrative Entity is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the Consortium and the Governor.

c) If any member of the Consortium (or a majority of the members of the LWDB representing a given County, as set forth in Section 5.1 of this Agreement) determines—from an equitable standpoint, taking into account the allocations for the respective Counties as set forth in Section 4.3—that any proposed services or programs, or changes thereto, disproportionately affects the County they represent, such services or programs, or changes thereto, must be approved by said Consortium member before implementation or alteration. The Consortium members will use their best efforts to resolve or avoid disproportionate negative impacts to any given County.

4.4.2 Until such time that the LWDB is established and has provided for fiscal agent services, the Consortium shall recognize the Fiscal Agent Agreement previously executed and in place between CareerSource Brevard and CareerSource Flagler/Volusia setting forth the specific

functions, duties, and responsibilities of the Fiscal Agent in accordance with the Acts and corresponding regulations. The Fiscal Agent shall ensure sustained fiscal integrity, internal controls, and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies.

4.5 The Brevard CareerSource executive director is hereby appointed the executive director of the Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard Flagler Volusia (“CareerSource Brevard Flagler Volusia”).¹ Designation or change of executive director shall require unanimous approval by the Consortium.

4.5.1 Upon unanimous consent, the Consortium shall have the authority to suspend, with or without pay, or remove the executive director with or without cause. The Consortium shall provide written notice to the executive director of the termination of his or her employment, specifying the date on which employment shall terminate.

4.6 The Consortium shall approve a process for the LWDB to select general counsel for the new entity. Designation or change of general counsel shall require unanimous approval by the Consortium.

4.7 The Consortium shall meet from time-to-time as it deems necessary and appropriate, but not less than twice per year, to conduct business as may be necessary. One (1) of these meetings may include the LWDB.

4.8 All Consortium meetings shall be conducted in accordance with the “sunshine provisions” of WIOA and Florida’s Government-in-the-Sunshine Act.

ARTICLE V

AUTHORITIES AND RESPONSIBILITIES OF THE LWDB

5.1 The LWDB shall provide strategic oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided. If a majority of the members of the LWDB representing a given County find that any proposed programmatic changes (including programmatic access described below) disproportionately affects the County they represent, the proposed programmatic change shall be referred to the Consortium for consideration and approval prior to implementation.

5.2 The LWDB shall ensure the existing physical and programmatic access to services by employers, workers, and job seekers within each County will be assessed and provided in a manner that maximizes customer access and satisfaction. Physical locations for services and operations will be located in all three Counties and, to the extent feasible, honor existing physical locations that are utilized currently (as of the Effective Date) by either existing Career Source entity.

¹ By a majority vote, the Consortium may pursue a change of legal entity name at any time.

5.3 Subject to Section 4.5 above, the LWDB shall have the power to consider applicants and, from those, recommend an executive director or interim executive director for unanimous approval by the Consortium. The executive director shall be an employee of CareerSource Brevard Flagler Volusia and shall report to the LWDB and Consortium. There will be an employment contract between CareerSource Brevard Flagler Volusia and the executive director setting forth the terms and conditions of employment, which contract must be approved by the Consortium.

5.4 The LWDB shall develop a 4-year local area workforce plan (“Local Plan”) along with a 2-year plan modification in partnership with and approved by the Consortium and consistent with WIOA section 108. The LWDB shall monitor progress toward the achievement of the performance measures set forth in the Local Plan.

5.5 Working groups may be established by the LWDB as needed to address specific issues. Working groups shall only have such authority as is delegated by the LWDB.

5.5.1 An advisory, nonvoting working group will be established to review and address how past disallowed or overbudgeted costs for CareerSource Flagler Volusia are being managed. Representatives from Brevard County will be included in the membership of this group.

5.6 The executive director shall hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantees providing services under the guidance of the LWDB and acting in partnership with the Consortium as provided herein.

5.7 The executive director and staff shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.

ARTICLE VI
AUTHORITIES AND RESPONSIBILITIES
HELD JOINTLY BY THE CONSORTIUM AND LWDB

6.1 It is the joint responsibility of the Consortium and LWDB to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers, and employers in the Local Area. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.

6.2 The Consortium and LWDB may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the “sunshine provisions” of WIOA and State legislation.

6.3 In the event the Administrative Entity or Fiscal Agent is found responsible for any disallowed costs under WIOA or Florida WIOA, through whatever means, the Administrative Entity or Fiscal Agent and the Consortium will mutually work to resolve all such disallowed

costs. If repayment of funds is demanded by the funding source, the Administrative Entity or Fiscal Agent will have first responsibility for repayment, through its insurance, bonds, and non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If the Administrative Entity or Fiscal Agent's insurance, bonds, grant or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the Consortium and the respective CEOs shall be liable only to the extent, required by the Acts, for repayment or for the balance of repayment, after all Administrative Entity or Fiscal Agent resources have been exhausted, of the funds which are subject to such demand.

6.4 In the event either CareerSource Brevard² or CareerSource Flagler Volusia³ is found responsible for any disallowed costs under WIOA or Florida WIOA, or is determined to have exceeded its budget, which is attributable to actions or events occurring prior to their consolidation and the consolidation of associated CareerSource entities, then the repayment of such disallowed costs, budget overages, or other costs associated with the resolution or repayment of such costs or overages, including costs for related professional services (*e.g.*, the cost of consultant(s), accountant(s), etc.), shall be the responsibility of the CEO(s) for the LWDB responsible for the disallowed costs, budget overages to the extent required by the Acts after all available resources have been exhausted. However, resources made available to the LWDB created hereunder shall not be used to pay for any disallowed costs, with the exception of unrestricted funds of CareerSource Flagler Volusia in existence before or after the consolidation the "Unrestricted Funds"). The Unrestricted Funds may be invested in accordance with the investment policy in place for CareerSource Flagler Volusia at the time such investment is made and may remain so invested after CareerSource Flagler Volusia is dissolved until all CareerSource Flagler Volusia wind up activities⁴ are concluded. Except for investment, the Unrestricted Funds must first be used for payment of disallowed costs or budget overages, or to obtain any services or take any other lawful actions related to winding up activities or resolution of outstanding CareerSource Flagler Volusia business, audits, reporting activities, or other obligations. Any Unrestricted Funds remaining after the resolution of all CareerSource Flagler Volusia's wind up activities will be allocated for future programs on behalf of Flagler and Volusia Counties.

ARTICLE VII

LIABILITIES OF THE RESPECTIVE PARTIES

7.1 Each County shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds (including reasonable attorney's fees) that may result or arise out of any alleged negligent or willful acts or omissions of said County, its employees, or agents, in the performance or omission of any act or responsibility of said County under this Agreement. In the event that a claim is made against multiple Counties who are parties to this Agreement, it is the

² Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard.

³ As used herein "CareerSource Flagler Volusia" shall mean the Workforce Development Board of Flagler and Volusia Counties, Inc., d/b/a CareerSource Flagler Volusia.

⁴ For the purposes of this paragraph, the term "wind up activities" shall mean those actions permitted by Florida Statute §§ 607.1405 and/or 617.1405, which are taken in order for CareerSource Flagler Volusia to conduct its affairs to the extent appropriate to wind up and liquidate its affairs, and specifically include actions intended to prepare any audit or financial monitoring responses or similar.

intent of the Counties to cooperate in the defense of said claim and to cause their insurers to do likewise, if applicable. Each County shall, however, retain the right to take any and all actions it believes necessary to protect its own interests. By virtue of the Counties each being governmental entities, no County will be responsible for the negligent acts or omissions of any other, and accordingly, do not indemnify or hold the other harmless.

7.2 In no event shall any County that is a party to this Agreement indemnify any other County for that County's own negligence, in whole or in part.

7.3 Notwithstanding the foregoing, each Party expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and the limited waiver pursuant to Section 768.28, Florida Statutes; nothing in this Agreement may be deemed as a waiver of immunity or of the limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature.

ARTICLE VIII

DISPUTE RESOLUTION

8.1 In the event of a dispute between Brevard County, Flagler County, and/or Volusia County relating to this Agreement, the Consortium shall review such dispute and options for resolution(s). If, after further discussion of the dispute, the Consortium members cannot reach an agreement, the Consortium members agree to participate in a mediation with the mediator to be agreed upon by the Consortium members. In the event the Consortium is unable to reach a resolution through mediation, the dispute may be referred to the respective County Commissions, which may elect to hold a joint meeting to discuss the dispute. Any and all applicable provisions from the Acts shall control. To the extent Chapter 164 of the Florida Statutes applies here, this dispute resolution process shall substitute for the process set forth therein.

ARTICLE IX

INSURANCE REQUIREMENT

9.1 The Consortium shall purchase insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from liability, which may attach due to its operation of WIOA, WI-2000 or other Federal or State workforce development programs.

9.2 CareerSource Brevard Flagler Volusia shall procure and maintain the required insurance detailed in Exhibit A for the entire Term of the Agreement.

ARTICLE X

AGREEMENT MODIFICATION OR AMENDMENTS

10.1 This Agreement may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to the other two parties at least thirty (30) calendar days prior to requested actions effective date. Any alteration, modification, amendment or waiver in the terms and conditions of this Agreement shall not be effective unless submitted in

writing, approved by all parties, signed by duly authorized representatives and filed with each County's Clerk of the Court.

ARTICLE XI
OTHER TERMS AND CONDITIONS

11.1 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.

11.2 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.

ARTICLE XII
TERMINATION FOR CONVENIENCE

12.1 Any party to this Agreement may terminate this Agreement without cause by giving one hundred fifty (150) days' prior written notice of its termination hereof pursuant to this provision or as set forth in Article I herein.

ARTICLE XIII
NOTICES

13.1 All notices required or permitted to be given by a party under this Agreement shall be in writing and sent to the other party by certified mail, return receipt requested, or by overnight personal delivery service requiring a signature for delivery, and shall be addressed as follows:

Brevard County	Flagler County	Volusia County
Brevard County Attn: County Manager 2725 Judge Fran Jamieson Way Bldg C, Suite 301 Viera, FL 32940	Flagler County Board of County Commissioners Attn: County Administrator 1769 E. Moody Blvd #2 Bunnell, FL 32110	County of Volusia Attn: County Manager 123 West Indiana Ave. Ste. 301 DeLand, FL 32720
Copies to:	Copies to:	Copies to:
Brevard County Attn: County Attorney 2725 Judge Fran Jamieson Way Bldg C, Suite 308 Viera, FL 32940	Flagler County Attn: County Attorney 1769 E. Moody Blvd #2 Bunnell, FL 32110	County of Volusia Attn: County Attorney 123 West Indiana Ave., Ste. 301 DeLand, FL 32720

13.2 Any party may change its notice address or representative at any time by providing to the other parties a notice of that change sent in conformance with the requirements of this Article XIII.

ARTICLE XIV
ENTIRE AGREEMENT

14.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

DONE AND ADOPTED, this ____th day of May 2024.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

COUNTY OF VOLUSIA, FLORIDA

ATTEST:

By: _____

George Rectenwald
County Manager

By: _____

Jeffrey S. Brower
Volusia County Council, Chair

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____

Michael G. Dyer
County Attorney

Date: _____

County Council Date: _____

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Rachel Sadoff, Clerk

Jason Steele, Chair

Date: _____

As approved by the Board on: _____

Approved as to form:

County Attorney's Office