

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA, FLAGLER COUNTY, AND THE
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC., D/B/A
CAREERSOURCE FLAGLER VOLUSIA REGARDING THE LOCAL WORKFORCE DEVELOPMENT AREA**

THIS AGREEMENT, entered into by and between the following parties: Flagler County, and the County of Volusia, political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES," and the Workforce Development Board of Flagler and Volusia Counties, Inc., d/b/a CareerSource Flagler Volusia, hereinafter referred to as ("CareerSourceFV"), a Florida nonprofit corporation, in its capacity as the Local Workforce Development Area (LWDA) created and existing under Chapter 445, Florida Statutes.

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorized expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area;

WHEREAS, "The Workforce Innovation Act of 2000" ("Workforce Innovation Act"), as last amended by chapter 2016-216, Laws of Florida, codified at Chapter 445, Florida Statutes (2016), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas;

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce areas designated by the Governor of the State of Florida based on meeting performance requirements;

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Local Workforce Area;

WHEREAS, the Workforce Innovation Act and WIOA require the chief local elected officials of each designated Local Workforce Development Area to establish a local workforce development board;

WHEREAS, section 445.007(1), Florida Statutes (2016), provides that the membership of local workforce development boards to be consistent with the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, Title I, s. 107(b);

WHEREAS, CareerSourceFV has requested and received certification as the Local Workforce Development Area Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development Board;

WHEREAS, the Department of Economic Opportunity (DEO), under the direction of CareerSource Florida, shall review and certify that CareerSourceFV complies with state and federal law;

WHEREAS, the COUNTIES previously entered into an Interlocal Agreement in 2012 defining their respective duties and responsibilities ("2012 Interlocal Agreement");

WHEREAS, CareerSourceFV is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to CareerSource Florida for review and approval; and then to the Department of Economic Opportunity for review and approval; and

WHEREAS, the COUNTIES and CareerSourceFV desire to amend and clarify the terms of the 2012 Interlocal Agreement to define the scope of their relationship and their respective duties and

responsibilities for the administration and operation of workforce programs within the Local Workforce Development Area under the WIOA law, as provided herein.

NOW THEREFORE, in consideration of the above and the mutual covenants herein, the parties hereto agree as follows:

I. Purpose.

The purpose of this Agreement is to establish and maintain a partnership to carry out the requirements of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), the Workforce Innovation Act of 2000 (Chapter 445, Florida Statutes (2000) as amended by Chapters 2012-29, 2013-36 and 2016-216, Laws of Florida, federal and state regulations, and any future federal and state workforce initiatives, and laws (hereinafter the "Acts").

II. Development of the Four-Year Local Services Plan: (Section 108(a)).

Pursuant to WIOA and in accordance with the requirements established by the Governor of the State of Florida, CareerSourceFV shall develop the Four Year Local Plan, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the respective Board of County Commissioners or County Council, or their designees, the plans will be submitted to the proper funding authorities by CareerSourceFV.

III. Duties and Responsibilities of CareerSourceFV.

The COUNTIES hereby designate CareerSourceFV as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Local Workforce Development Area (the "Program"). In that capacity, CareerSourceFV shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

- A. CareerSourceFV shall employ personnel to carry out the effective and efficient operation of the Program, as defined in the Workforce Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of the Board and acting in partnership with the COUNTIES as provided herein.
- B. CareerSourceFV Board shall select a Chief Executive Officer of sufficient competence and experience to organize and train such staff as necessary to conduct the functions and operations of the fiscal and administrative entity as provided herein.
- C. CareerSourceFV, through the actions of said personnel, as authorized, approved or directed by the CareerSourceFV Board of Directors, shall:
 - 1. Prepare planning documents required by applicable state and federal law and, after any required approval by the COUNTIES, submit them to the appropriate funding authorities for approval;
 - 2. Prepare and submit for approval by the COUNTIES, an annual budget for the proper expenditure of all funds allocated to CareerSourceFV;

3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;
4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by CareerSource Florida and DEO, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;
5. Reach agreement with the Governor and CareerSource Florida on local performance measures;
6. Provide policy guidance and program procedures for program management, planning, operation, evaluation and other necessary functions;
7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida Department of Economic Opportunity;
8. Establish and maintain such committees as determined by the CareerSourceFV Board of Directors;
9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;
10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved CareerSourceFV bylaws, procurement policies, finance and accounting policies;
11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes;
12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the CareerSourceFV Board of Directors;
13. Coordinate workforce investment activities with economic development strategies locally and develop strong employer linkages;
14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting and coaching activities through

intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;

15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the respective Board of County Commissioners and County Council when approving the Workforce Services Plan;
 16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSourceFV and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida;
 17. Make available to the COUNTIES and the general public through its website, www.careersourcefv.com, the audit conducted in accordance with OMB Super Circular 900 200 annually;
 18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program; and
 19. If applicable, maintain insurance coverage as may be required to protect the COUNTIES during the performance of this agreement.
- D. CareerSourceFV shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CareerSourceFV Board may deem appropriate and necessary.
- E. CareerSourceFV shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph IV.D.9. herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and COUNTIES.
- F. CareerSourceFV shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CareerSourceFV Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSourceFV Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.
- G. In order to exercise its independent Program oversight, CareerSourceFV shall not serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the CareerSourceFV Board of Directors.
- H. CareerSourceFV shall promote and solicit participation by the business community in the program in order to maximize services to eligible residents of the area.

- I. CareerSourceFV shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.
- J. CareerSourceFV shall approve, in conjunction with the respective Board of County Commissioners and County Council, all plans as may be required under the Wagner Peyser (employment services) Act.
- K. CareerSourceFV shall exert every reasonable and necessary effort to resolve disagreements between CareerSourceFV and the COUNTIES.
- L. CareerSourceFV shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.
- M. CareerSourceFV shall complete and submit all assurances and certifications as required by the funding sources.

IV. Chief Elected Officials.

- A. County of Volusia. For the County of Volusia, the term “chief elected official,” as used and defined in the WIOA, the Workforce Innovation Act, and this Agreement, shall mean and refer to the Volusia County Council, unless otherwise so designated by such council.
- B. Flagler County. For Flagler County, the term “chief elected official,” as used and defined in the WIOA, the Workforce Innovation Act, and this Agreement, shall mean and refer to the Flagler County Board of Commissioners, unless otherwise so designated by such board.
- C. Chief Elected Officials. The term “chief elected officials,” when used in the plural, shall collectively mean and refer to the governing boards of the counties of Volusia and Flagler as identified in paragraphs IV.(A) and (B) *supra*.
- D. Duties and Authority. The parties to this Agreement authorize the chief elected official to jointly exercise all decision-making powers necessary to fulfill the role of the chief elected official as contemplated in the WIOA, the Workforce innovation Act, and any rules and/or regulations pertaining thereto. Such authority shall include the authority to:
 - 1. Appoint and reappoint representatives to the CareerSourceFV Board of Directors pursuant to section 107(b) of the WIOA, and section 445.007, Florida Statutes (2016). Pursuant to section 445.007(2)(b), Florida Statutes, the Governor of the State of Florida may remove an appointed member for cause for the acts more fully set forth in section 445.007(2)(b), and elsewhere in chapter 445, Florida Statutes (2016);
 - 2. Enter into an agreement or agreements with CareerSourceFV, or whichever other authority may lawfully constitute the local workforce development board for Local Workforce Development Area, to determine the selection of a grant recipient responsible for administering the local plan described in section 108(a) of the WIOA, (29 USC section 3123(a)) and determine a process for the development of such local plan as described in section 108(d) of the WIOA (29 USC section 3123(d));

3. Designate an entity to serve as a local grant recipient for such funds or as a local fiscal agent as specified in section 107(d)(12)(B)(i)(II) of the WIOA (29 USC section 3122(d)(12)(B)(i)(II));
4. Together with CareerSourceFV, review and approve all local plans developed pursuant to section 108 of the WIOA (29 USC section 3123) and jointly submit such plans to the Governor of the state of Florida;
5. Maintain communication with CareerSourceFV necessary to carry out the objectives of this agreement;
6. Consult from time to time and on a continuing basis with CareerSourceFV or as either of the parties requests;
7. Exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CareerSourceFV for final submittal and approval to CareerSource Florida and then the Department of Economic Opportunity;
8. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CareerSourceFV's approved plans, and as defined in the WIOA;
9. Exercise approval authority and review of the annual audit as conducted over CareerSourceFV for final submittal to the proper funding authorities by CareerSourceFV;
10. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA;
11. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met;
12. Ensure, through CareerSourceFV Board meetings and CareerSourceFV staff presentations, as well as approval of CareerSourceFV policies, reports and other agreements, that CareerSourceFV has and maintains adequate administration, controls and management for funds and programs handled by CareerSourceFV including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting;
13. Perform any other duties and take any action as may be necessary and appropriate for the accomplishment of those duties and responsibilities assigned to or required of the chief elected official pursuant to the WIOA, the Workforce Innovation Act, and any duly adopted laws or regulations pertaining thereto;
14. Perform any other duties or take any action as may be necessary and appropriate to carry out the intent of the WIOA, the Workforce Innovation Act, and this Agreement to the extent that such actions and performance are consistent with this Agreement and those laws pertaining thereto;

15. Exert every necessary and reasonable effort to resolve disagreements between CareerSourceFV and the COUNTIES; and
 16. Establish by-laws consistent with State policy for local workforce development board membership pursuant to 20 C.F.R. 679.310.
- E. Nominations and Appointment. Members of the CareerSourceFV Board shall be nominated by those agencies as may be mandated pursuant to the WIOA and Chapter 445, Florida Statutes; otherwise, CareerSourceFV administrative staff shall make or collect any such nominations as may be necessary. CareerSourceFV staff shall be responsible for acting on behalf of the chief elected officials in soliciting, collecting, and submitting all necessary, appropriate, and qualified nominees to the chief elected officials for final approval and subsequent appointment. Upon successfully soliciting and identifying all necessary nominees, CareerSourceFV staff shall present the names of any such nominees to the chief elected officials at their respective public meetings, where the chief elected officials may reject or approve such nominees for appointment to the CareerSourceFV board. Nominees must be approved by both the Volusia County Council and the Flagler County Commission to be appointed to the CareerSourceFV board, and approval from both governing boards shall result in such appointment. If a nominee is rejected by one or both of the boards, the nominee shall be withdrawn, and CareerSourceFV staff shall, in a timely manner, solicit and select another qualified nominee to be presented to both boards at their respective meetings for approval. Nothing herein shall preclude the CareerSourceFV staff or anyone else tasked with collecting and soliciting nominees from simultaneously soliciting more than one nominee for a single CareerSourceFV board membership to be proffered to the chief elected officials as a backup nominee in the event that a primary nominee is rejected. Regardless of the foregoing, the chief elected officials of the counties of Volusia and Flagler reserve the right to forego utilizing the services of the CareerSourceFV staff in soliciting, selecting, and presenting nominees for approval and appointment, and may, via their respective designees, directly solicit CareerSourceFV board nominations from appropriate agencies for presentation to the chief elected officials for approval and appointment, or, if appropriate, directly nominate, approve, and jointly appoint members to the CareerSourceFV board.
1. Minimum Representation. At a minimum, the CareerSourceFV Board shall contain at least five (5) members who are residents of Flagler County and who are also active in their representative field(s) within Flagler County and at least fifteen (15) members who are residents of Volusia County and who are also active in their representative field(s) within Volusia County.
 2. Vacancies. Any vacancy in the membership of the CareerSourceFV board shall be filled in the same manner as provided in IV.E. *supra*.
 3. Members of Governing Bodies on the CareerSourceFV Board. CareerSourceFV staff and the chief elected officials shall nominate and include at least one member of the governing board of each chief elected official to the CareerSourceFV Board as a member representing a mandated class, which class each such member is duly qualified to represent.
- F. Termination. The chief elected officials may, through their respective designees, investigate and bring forth for consideration any matters or incidents that may warrant termination of a

CareerSourceFV board member's term of office. Board members may be removed from the CareerSourceFV board upon the agreement of both chief elected officials for one or more of the following reasons:

1. Termination for Lack of Attendance. All members of the CareerSourceFV board are subject to having their membership terminated for failure to attend three (3) or more board meetings within a twelve (12) month period.
 2. Termination for Cause. All members of the CareerSourceFV board are subject to having their membership terminated for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.
 3. Review and Final Determination. Where a member is subject to termination for any of the reasons stated above, it shall be the responsibility of the Executive Committee of CareerSourceFV to review each individual case and determine whether a member should be removed or whether extenuating circumstances warrant the member's retention.
 4. Authority of Chief Elected Officials. Regardless of the foregoing, any member may be removed from the CareerSourceFV board at any time, regardless of reason or cause, upon the agreement of the chief elected officials.
- G. Joint Exercise of Authority. All decisions or actions that may be required of the chief elected official pursuant to the WIOA, the Workforce Innovation Act, or other applicable laws or regulations shall be undertaken jointly by the chief elected officials or their respective designees, except as may otherwise be set forth in this Agreement.
1. Approval of Both Chief Elected Officials Required. Except as may otherwise be specifically required herein, initiatives, actions, or direction requiring approval of the chief elected officials may be initiated at the staff, council, or commission level, and may be approved or otherwise implemented only upon the express approval, whether by resolution, agreement, or other proclamation, of both chief elected officials, as defined under this Agreement, at their respective special or regular meetings.
 2. Joint Meetings. If either of the chief elected officials believe that a directive, decision, initiative, or other action to be taken pursuant to the chief elected official's authority or duties under the WIOA and/or the Workforce Innovation Act, including any duly adopted rules and/or regulations pursuant thereto, may require joint discussion and consideration, one or both of the chief elected officials may, by duly adopted resolution, call a special joint meeting of both chief elected officials (*i.e.*, the Volusia County Council and Flagler County Commission) to be conducted at a mutually agreeable time and place with appropriate notice provided in accordance with Chapters 125 and 286, Florida Statutes. If a joint meeting is called, the chief elected officials shall meet together at the appointed time and place to discuss the directive, decision, initiative, or other action to be implemented and hear such public and/or staff input as may be relevant to such matters, with it being understood that the failure to reach an agreement as to such directive, decision, initiative, or other action

may result in the imposition of sanctions and/or penalties pursuant to the WIOA, the Workforce Innovation Act, and/or any rules or regulations duly adopted or promulgated pursuant thereto. The joint meeting shall be conducted pursuant to Robert's Rules of Order. Upon the conclusion of the joint meeting, the chief elected officials shall, via their respective members, discuss the action to be taken, and upon proper motion, the chair of each elected official shall direct the membership of his/her respective governing board to vote on the action to be taken at a noticed meeting of the board. If both chief elected officials approve the motion by the vote of their respective members, then such motion shall be binding on the parties, and CareerSourceFV staff and/or such persons as the chief elected officials may designate shall proceed with the implementation of such action. However, if the chief elected officials fail to agree as to the action to be taken, then an impasse shall be declared. The chief elected officials participating in a joint meeting pursuant to this subsection shall have authority only with respect to those matters and concerns over which the chief elected official has authority pursuant to the WIOA and/or the Workforce Innovation Act, and/or any regulations and/or rules duly enacted or adopted pursuant thereto, and shall not otherwise have the authority to bind or commit the Volusia County Council or Flagler County Commission to any other matters, directives, initiatives, settlements, agreements, or concerns. The chief elected officials may propose as many motions or items for consideration at a joint meeting as may be necessary to reach or otherwise encourage consensus between the chief elected officials concerning the action to be taken pursuant to the WIOA, the Workforce Innovation Act, and/or any rules or regulations duly adopted pursuant thereto; however, the joint meeting may be adjourned and concluded at any time by one or both chief elected officials.

V. Financial Responsibility for the Program.

As provided in the WIOA, the Board of County Commissioners and County Council of the respective counties, as the Chief Elected Officials (CEOs), are not relieved of the liability for the misuse of grant funds by the designation of CareerSourceFV as sub-grantee and fiscal agent as provided herein, as authorized by WIOA, and CareerSourceFV agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

- A. Indemnification. Unless determined to be contrary to applicable law, CareerSourceFV shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the respective Board of County Commissioners and County Council, their agents, and employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CareerSourceFV, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the respective Board of County Commissioners or County Council.
- B. Disallowed Cost Liability. In the event CareerSourceFV is found responsible for any disallowed costs, through whatever means, CareerSourceFV and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source,

CareerSourceFV will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds as allowed by the Acts. If CareerSourceFV's insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

- C. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the respective Board of County Commissioners or County Council reasonably determines that additional financial or performance assurances are necessary to protect the interests of the respective Board of County Commissioners and County Council, as the Chief Elected Officials, after written notice to CareerSourceFV, the COUNTIES may: (i) require CareerSourceFV to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the respective Board of County Commissioners or County Council reasonably deems necessary; or (iv) post such security, as the respective Board of County Commissioners or County Council reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

VI. Term and Termination.

- A. Term. The term of this Agreement shall commence on the Effective Date or the filing of this Interlocal Agreement as provided in paragraph XI. herein, whichever occurs last, and continues through September 30, 2020, unless otherwise terminated as provided herein.

Thereafter, this Agreement shall automatically renew for additional one year terms commencing on October 1 and ending on September 30, unless any party provides written notice of its intent not to renew on or before June 1 of any extension period.

- B. Termination for Convenience. Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.
- C. Termination on Default.

- 1. Each of the following shall constitute an Event of Default:

- (a) The failure or refusal by any of the three (3) parties to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until a non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting parties within thirty (30) days from the date of such notice;
- (b) The written admission by CareerSourceFV that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CareerSourceFV to the appointment by a court of a receiver or trustee or the making by CareerSourceFV of any arrangement with or for the benefit of its creditors

involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business, or the dissolution or revocation of CareerSourceFV's corporate charter.

2. Upon the occurrence of an Event of Default, the non-defaulting party (ies) shall have the right to immediately terminate this Agreement upon written notice to the party (ies) in default.

- D. Termination of Funding. In the event that sufficient budgeted state formula funds are not available for a new fiscal period, the respective Board of County Commissioners or County Council shall notify CareerSourceFV of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the respective Board of County Commissioners or County Council.

VII. Notice.

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For CAREERSOURCE FLAGLER VOLUSIA:

CareerSource Flagler Volusia
Robin King, Registered Agent
Speedway Business Plaza
329 Bill France Blvd
Daytona Beach, FL 32114

For FLAGLER COUNTY:

County Chair
Flagler Board of County Commissioners
1769 E. Moody Blvd.
Bunnell, Florida 32110

For COUNTY OF VOLUSIA:

County Chair
Volusia County Council
123 W. Indiana Avenue
DeLand, Florida 32720

VIII. Modification.

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

IX. Resolution of Disagreements.

- A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Flagler Board of County Commissioners, the Volusia County Council, and the Chairperson of CareerSourceFV and each county's Administrators shall undertake negotiations to

resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CareerSourceFV and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, nor will CareerSourceFV along with the COUNTIES share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. The payment of costs incurred to address the mediation will be determined based on the area of service (e.g., population, usage of services, etc.).

- B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by Law.

X. Severability.

In the event any terms or provisions of this Agreement or the application to any of the parties hereto, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the parties hereto, persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XI. Filing of Agreement.

This Agreement may be executed in counterparts and an original set of signatures shall be filed with each county's Clerk of the Circuit Court.

XII. Termination of 2012 Interlocal Agreement.

This Agreement supersedes all prior agreements between the parties, and all prior agreements, including the 2012 Interlocal Agreement between the COUNTIES are hereby terminated.

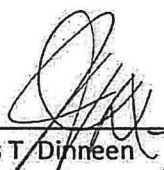
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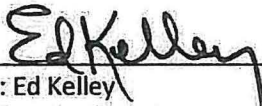
IN WITNESS WHEREOF, the parties to this Interlocal Agreement between County of Volusia, Flagler County, and the Workforce Development Board of Flagler And Volusia Counties, Inc., d/b/a CareerSource Flagler Volusia Regarding the Local Workforce Development Area, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

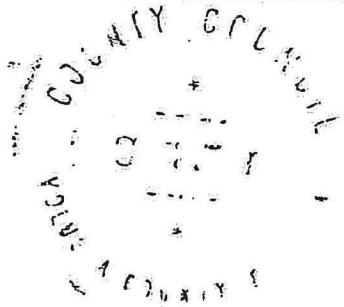
THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

ATTEST:

COUNTY OF VOLUSIA

By: 
Name: James T. Dinneen
Title: County Manager
Dated: 6/15/2017

By: 
Name: Ed Kelley
Title: County Chair
Dated: 6/15/2017



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ATTEST:

By: [Signature]
Name: Tom Bexley
Title: Clerk of the Circuit Court
and Comptroller

Dated: 6-19-17

For the use and reliance of Flagler County only.

Approved as to form and legal sufficiency:

[Signature]
Al Hadeed, County Attorney

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: [Signature]
Name: Nate McLaughlin
Title: Chair

Dated: 6-19-17

As authorized for execution by the Flagler
County Board of County Commissioners at its
JUNE 19, 2017 regular meeting.



**I HEREBY CERTIFY this to be a true
And correct copy of the original
TOM BEXLEY
CLERK & COMPTROLLER**

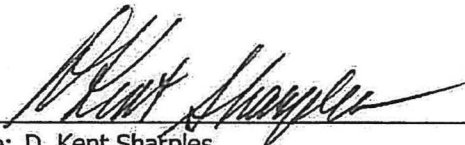
By: [Signature] D.C.

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ATTEST:

WORKFORCE DEVELOPMENT BOARD OF
FLAGLER AND VOLUSIA COUNTIES, INC., D/B/A
CAREERSOURCE FLAGLER VOLUSIA

By: 
Name: Robin King
Title: Registered Agent
Dated: 5/26/2017

By: 
Name: D. Kent Sharples
Title: Chair
Dated: 5/26/2017

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