Local boards may upload plans with a cover page of their design. The cover page must have the following required elements: Name of board; board logo; local area number; complete contact information for the plan point of contact; website and email address; and, date submitted.
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ATTACHMENTS

Please provide a link to the local board’s website showing the attachments described below or upload attachments in a searchable PDF file with the local plan:

A. Executed Memoranda of Understanding for all one-stop partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan);

B. Executed Infrastructure Funding Agreements with all applicable WIOA required partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan);

C. Executed Interlocal Agreements (in cases where there is more than one unit of general local government);

D. Agreements describing how any single entity selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any procedures on how roles are delineated to verify the firewalls are effective.

E. The current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board’s vote on the local plan;

F. Any comments submitted during the public comment period that represent disagreement with the local plan (Public Law 113-128, Section 108(d)).

G. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official;

H. A copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board;

I. A copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations;
INTRODUCTION

The Workforce Innovation and Opportunity Act (Opportunity Act) provides direction, guidance and important updates to the workforce system. The Opportunity Act prioritizes a market-driven approach to talent development that will prepare individuals seeking employment for the jobs of today and of the future. Added emphasis is placed on the need for access to workforce services for all individuals, and calls for increased partnerships with the Department of Vocational Rehabilitation, the Division of Blind Services and providers of Adult Literacy programs (Daytona State College and Flagler County Schools) as core partners.

As Governor Ron DeSantis stated in his State of the State address on January 14th, 2020, “There is no question that Florida is cultivating the talent needed to power our economy to new horizons”. CareerSourceFV is embarking on a new era of integrated and exceptional services to businesses and job seekers under the Opportunity Act guidance to ensure that the talent needed to power our local economy is developed. Among its many components, the inclusion of core partners who directly serve individuals with a heightened effort to engage business at every level will continue to drive greater outcomes.

The Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. CareerSource Flagler Volusia is a Florida private non-profit corporation, designated as the administrative entity, planner and grant recipient of the Opportunity Act funds, the Wagner-Peyser Act (WP) funds, Veterans Program funds, the employment and training funds for the State of Florida’s Welfare Transition Program (WTP) funded through Temporary Assistance for Needy Families (TANF) and the Supplemental Nutrition Assistance Program Employment and Training Program (SNAP,) for Flagler and Volusia Counties.

CareerSourceFV is one of 24 Local Workforce Board Areas (LWDA) in the state of Florida that acts as the lead organization for workforce development planning. In the Flagler Volusia area, CareerSourceFV is responsible for arranging a network of service delivery that meets the workforce needs of business and public alike.

CareerSourceFV is directed by a board of directors that is comprised of area stakeholders, including representatives from the Volusia County Council, Flagler County Board of Commissioners and their respective economic development organizations and minimally 51% private sector business. Direct services are competitively procured and provided in three Career Centers in Orange City, Palm Coast and Daytona Beach.

Vision/Mission/Values

CareerSourceFV’s vision is: “In Flagler and Volusia Counties, every person will find their best career pathway and every business will have the workforce it needs to succeed”.
CareerSourceFV's mission is to provide innovative talent solutions for businesses and the workforce through effective collaboration and partnerships that drive the regional economy. CareerSourceFV's values are listed below:

- **Business-Driven:** We believe Florida employers – the state’s job creators – are essential to our overall success in providing effective, market-relevant workforce solutions that drive economic growth and sustainability.

- **Continuous Improvement:** Driven by our commitment to excellence, we respond to changing market dynamics. We continually strive to improve our performance to better anticipate and address the talent needs of employers and the employment and skills needs of job seekers and workers. We identify measure and replicate success.

- **Integrity:** We fulfill our mission with honesty and accountability and strive in every decision and action to earn and protect the public trust.

- **Talent Focus:** We believe in the power of talent to advance every enterprise and open the door to life-enhancing economic opportunities for individuals, businesses and communities.

- **Purpose-Driven:** Our work is meaningful and through it, we can inspire hope, achievement and economic prosperity in the lives of the customers we serve.

These values were created by those who work within the Florida Workforce Network and guided by those for whom the network is designed to serve. Therefore, these values are shared by all 24 local workforce areas and the state workforce board.

CareerSourceFV’s Plan is based on the current and future projected needs of local businesses. The Plan was created using information regarding industry sectors poised for growth, and places an increased emphasis on coordination and collaboration to ensure a seamless system for job seekers, including those with disabilities, and businesses.

In concert with local economic development organizations, local area chambers of commerce, and input from members of CareerSourceFV’s Board of Directors, CareerSourceFV has identified several industry sectors to target in order to have maximum impact in the community. These sectors are Construction, Healthcare, Manufacturing, Business and Professional Services, Retail, and Leisure & Hospitality.

CareerSourceFV has partnered with businesses from each sector to lead discussions with economic development, education and workforce partners to develop strategies to meet the needs of businesses in each identified sector. This has lead to the development of the Alliance4 Interchange that convenes biannually.

**Description of Program Services**
CareerSourceFV has a robust menu of workforce services to offer businesses and individuals. Our network is designed to provide job seekers with high quality career services, education and training, and the supportive services to obtain good jobs and retain their employment. Our services emphasize matching businesses with the skilled workers they need to compete.

Activities are targeted to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with sustaining wages.
- Provide access and opportunities to all job seekers, including individuals with barriers to employment such as persons with disabilities, low income or disadvantaged, the homeless, the ex-offender, the basic skills deficient or those with limited English.
- Enable businesses to identify with ease and hire qualified, skilled workers and access other supports, including education and training for their current workforce.
- Participate in rigorous evaluations that support continuous improvement of the local workforce system by identifying which strategies work better for various populations.
- Ensure high-quality integrated data informed decisions by local policy makers, board members, local area management, employers and job seekers including core partners and optional partners.

CareerSourceFV provides “Career Services” for adults and dislocated workers. There are two types of Career Services available within the CareerSourceFV workforce system: Basic and Individualized Career Services. These services may be provided in any order and in no required sequence providing CareerSourceFV’s service provider staff the flexibility to target services to the needs of the customer.

Some of Basic Career Services include, but are not limited to, outreach, initial assessment of needs, labor exchange services such as job search and placement assistance, provision of labor market information on in-demand industry sectors and occupations, and information relating to the availability of support services and resources. In this venue, we offer assistance to individuals who have the skills to compete in the labor market and need basic assistance, including job search skills, resumes, etc.

Services available under the Individualized Services category are: comprehensive assessments, development of individual employment plans, career planning, development of pre-vocational services such as communication and interviewing skills, internships and paid work experience activities, and job skills training such as classroom and work-based training.

In addition to the services available for adults and dislocated workers, CareerSourceFV provides employment and training services to young adults. CareerSourceFV focuses on those young adults who have not been successful in traditional education by providing opportunities to earn high school diplomas (or its equivalent), employability skills and transitioning into post-secondary education or meaningful employment.
We look forward to continuing to partner and build our network with the Department of Vocational Rehabilitation, the Division of Blind Services and Adult Literacy with Daytona State College and Flagler County Schools. Due to the dynamic exchange of information with such a diverse stakeholder community and the knowledge and expertise of all who shared their insight, CareerSourceFV is well positioned to increase the number of individuals who have earned an industry recognized, post-secondary degree or credential, foster and expand business-driven, high-quality partnerships, building more career pathways and by focusing training investments on industry-valued training.

Our continuous improvement strategies will require this Four-Year Plan to be updated as new needs are identified. Significant changes will be brought before CareerSourceFV’s Board of Directors and the Local Elected Officials of Flagler and Volusia Counties.
PUBLIC COMMENT PROCESS

Describe the process used, in accordance with the criteria below, to provide opportunities for public comment and input into the two-year modification of the local plan.

(1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).

CareerSourceFV met with its required partners at our quarterly meeting in early January 2020 and reviewed the current status of services in our comprehensive Career Center and discussed the upcoming 4-year plan. We then shared the 4-year plan our required partners in late January 2020 for their review and comment. A copy was made available in hard copy at the administrative office along with a notice of invitation to review.

(2) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).

CareerSourceFV plan update was posted on its website from January 24, 2020 through February 24, 2020 with an on-line form for comment submission. A copy was made available in hard copy at the administrative office and comments were accepted in hard copy. The link to the online plan was shared with partners, LEO, CareerSourceFV’s board and committee members with the invitation to review the draft plan and submit comments.

(3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

A weblink to CareerSourceFV’s plan was sent to CareerSourceFV’s BOD business and labor organization members. They, in turn, were invited to share with their counterparts for their input and comment.

(4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

CareerSourceFV plan was shared with required partners in early February 2018 at the quarterly meeting. Comments were solicited.

(5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB’s response to those comments, and a copy of the published notice (WIOA §108(d)(3)).

No comments were received during the comment period.
The implementation of Workforce Innovation and Opportunity Act (Opportunity Act) ensures Florida has a business-led, market-responsive, results-oriented, and integrated workforce development system. The system fosters customer service excellence, ensures continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida’s workforce.

Florida’s strategic vision for WIOA implementation is realized by accomplishing these three goals:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.

- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.

- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing and post-secondary education opportunities.

CareerSource Flagler Volusia’s (CareerSourceFV) mission:

We provide innovative talent solutions for businesses and the workforce through effective collaboration and partnerships that drive the regional economy.

CareerSource Flagler Volusia’s (CareerSourceFV) vision:

In Flagler and Volusia Counties, every person will find their best career pathway and every business will have the workforce it needs to succeed.

CareerSourceFV’s overarching goal is to increase the prosperity of workers and businesses, therefore, its compelling goal is to create access to prosperity to all current and potential members of the labor force.
(1) **Chief Elected Official(s) (CEO)**

The Workforce Development Board of Flagler and Volusia Counties, Inc., dba CareerSource Flagler Volusia serves at the pleasure of the Volusia County Council and the Flagler Board of County Commissioners.

Ed Kelley, County Chair  
County of Volusia  
Thomas C. Kelly  
Administration Center  
123 W. Indiana Ave.  
DeLand, Florida 32720  
386.943.7026  
ekelley@volusia.org

David Sullivan, Chair  
Flagler Board of County Commissioners  
Government Services Building  
1769 E. Moody Blvd.  
Bunnell, Florida 32110  
386.313.4093  
dsullivan@flaglercounty.org

The Interlocal Agreement between the County of Volusia, Flagler County and CareerSourceFV is attached to this plan. The Interlocal Agreement was enacted upon the passing of SB 7040, HB 7065 and the implementation of the final regulations for the Workforce Innovation and Opportunity Act (Opportunity Act) and provides for the governance respected and followed by CareerSourceFV.

CareerSourceFV Board of Directors (BOD) have by-laws that were approved by the Chief Elected Officials (CEOs) in June 2017 that include the Opportunity Act final rules.

The nomination policy set forth by the CEOs is outlined in the Interlocal Agreement. CareerSourceFV, acting on behalf of the CEOs solicits, collects and submits all necessary and qualified nominees to the CEOs for review, approval and subsequent appointments.

For representatives of business, nominations are received from local business organizations and business trade associations. Potential board members complete an application highlighting their interest in serving on the BOD. Future nominations may have new members serve on one of CareerSourceFV’s committees prior to serving on the BOD.

The most effective balance CareerSourceFV has found is to have board members serve long enough so that they understand the depth and complexity of the workforce development network. The term limits established in CareerSourceFV’s by-laws state that all Directors shall be appointed for three-year terms. Terms are staggered so approximately one-third of the director’s terms expire each year which ensures that we retain continuously...
knowledgeable members. This continuum is disrupted only when an independent sector stakeholder (mandATORY partner) leaves his or her position.

CareerSourceFV wants and needs engaged members of the community to be the stewards of its services, as well as its funding. As the process of soliciting new board members is delegated to CareerSourceFV in the Interlocal Agreement, upon receipt of a resignation or notice that a board member will no longer continue, CareerSourceFV staff makes contact with Flagler and Volusia Counties, local Economic Development Departments, local business organizations and others for recommendations and nominations. To decrease the length of time for a vacancy, CareerSourceFV will continue to expand the committees to include more community leaders.

Each Director of the CareerSourceFV’s Board will serve personally. Designees may attend meetings, however may not vote, make a motion, or be counted towards a quorum.

CareerSourceFV respects the time dedicated by its volunteers and creates every opportunity for their voices to be heard. Therefore, accommodations are made for participation in the event a board or committee member is unable to attend a meeting in person. CareerSourceFV’s board and committee meetings are noticed to the members via email with a link to board materials online. Included in the agenda, as well as public notices, is the call-in number and passcode to CareerSourceFV’s board meeting. CareerSourceFV’s also uses iPads in the board and committee meetings for reference materials.

For CareerSourceFV to be relevant to job seekers, businesses, other stakeholders and community at-large they seek active participation of its board and committee members. The Opportunity Act has invigorated that energy.

CareerSourceFV’s Board and Committee members continue to design sector strategies around targeted sectors. One strategy implemented is to have representation on the BOD for each of the targeted sectors. The intent of these private sector Directors will be to head industry councils and invite their peers to actively participate in conversations around their workforce need.

Since 2017, CareerSourceFV has provided staff development opportunities for front-line and management staff around industry sectors, including the entrepreneurial mindset. This ongoing development assists our team to better help our job seekers and businesses.

CareerSourceFV leadership will continue to provide opportunities for staff development that is sector driven and specific.

Going forward, CareerSourceFV will:

- Continue to identify and include more industry representation on the board
- Coordinate business outreach and engagement with workforce system partners to reduce duplication and business fatigue
- Continue working with regional partners to establish shared goals and regional vision guided by industry
- Systemically review sector strategies and align them with the Standards Framework as it continues to be developed.

The Interlocal Agreement between the CEOs and CareerSourceFV requires that a representative from the Volusia County Council and the Flagler Board of County
Commissioners have a voting seat on CareerSourceFV’s board. These representatives are also encouraged to actively participate on one or more of CareerSourceFV’s committees. Through their board and committee participation, the representatives have participated in the conversations around planning.

Upon the public review period and approval by the CareerSourceFV’s Executive Committee, the plan will be sent to the Volusia County Council and the Flagler Board of County Commissioners. The President/CEO of CareerSourceFV will present a summary of the plan at their respective meetings prior to the plan being submitted to Florida Department of Economic Opportunity and CareerSource Florida.

(2) Local Workforce Development Board (LWDB)

Election of officers for the CareerSourceFV Board of Directors was held November 2019. Our officers are:

Ms. Cheryl Tanenbaum, Chair
SVP/ CFO
Intracoastal Bank
1290 Palm Coast Parkway, NW
Palm Coast, Florida 32137
(386) 449-0960
(386) 503-7411 Cell
(386) 447-1663 Fax
ctanenbaum@intracoastalbank.net

Ms. Nancy Bradley, Vice Chair
Administrator
Daytona College, LLC
425 S. Nova Road
Ormond Beach, FL 32174
(386) 267-0565
(321) 299-3408 Cell
(386) 267-0567 Fax
nbradley@daytonacollege.edu

The Executive Committee is scheduled to approve the 4-year plan on February 11, 2020 and will go before Volusia County Council and Flagler Board of County Commissioners, early March 2020 to meet the deadline of March 16, 2020.

(3) Local Grant Subrecipient (local fiscal agent or administrative entity)

The Workforce Development Board of Flagler and Volusia Counties, Inc. dba CareerSource Flagler Volusia is the local fiscal agent and administrative entity for Local Workforce Development Area #11. This has been authorized through the Interlocal Agreement between Flagler and Volusia County’s Elected Officials (attached to this plan). In addition, CareerSource Flagler Volusia follows the Master Agreement with DEO as well as uses proper and ethical internal controls that have been audited, without findings, by DEO and independent auditors.

CareerSourceFV’s BOD and leadership team believes the intent of the Opportunity Act is to separate operations from administration because the work of the board and its staff is different than that of the work of the Career Centers. The function of Board (and staff) will focus on strategic policy while the function of providers will focus on the successful delivery of services - integrated in as much as the funding allows.

Since July 1, 2016, CareerSourceFV has outsourced all operations, including career services and One-Stop management. CareerSourceFV employs staff for the functions of administration, finance, information technology, communications, including outreach and digital design and logistical facility oversight.
CareerSourceFV strictly adheres to CareerSource Florida strategic policy 2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy.

(4) One-Stop System

A. Provide a description of the local one-stop system (including the number, type and location of the comprehensive center(s), and other service delivery points).

B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

C. Identify the entity or entities selected to operate the local one-stop center(s).

D. Identify the entity or entities selected to provide career services within the local one-stop system.

E. Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.

F. Pursuant to the CareerSource Florida Administrative Policy for One-Stop Certification, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

CareerSourceFV is responsible for providing employment and training services to the labor force of 305,407* (257,055 in Volusia and 48,352 in Flagler) in the two-county area. CareerSourceFV wants services to be accessible to everyone, regardless of their ability to walk through its physical doors. So, in addition to the three Career Centers, CareerSourceFV has a network of Mini Career Links (MCLs) throughout the two counties.

The three Career Centers are near the heaviest populated areas:

Daytona Beach Career Center
359 Bill France Blvd.
Daytona Beach, FL 32114

Orange City Career Center**
846 Saxon Blvd
Orange City, FL 32763

Palm Coast Career Center
20 Airport Road, Suite E
Palm Coast, FL 32164

*Numbers for November 2019

**CareerSourceFV’s Career Center in Orange City is our comprehensive Career Center.

When selecting sites, proximity to bus routes was considered, as well as, analyzing the zip codes of customers to determine need.

CareerSourceFV will do everything to ensure services are accessible to everyone in the local area. To meet the needs of remote customers, as well as those with other barriers to using self-services, CareerSourceFV will continue to partner with community services in the independent sector, including food pantries, churches and community centers. There are trained volunteers and staff in the county libraries, Early Learning Coalition, housing developments and other partners to demonstrate how to assist job seekers with registering and properly using CareerSourceFV’s website, online workshops and Employ Florida.

CareerSourceFV will provide access to services and provide ample time for staff to return phone calls, complete paperwork and data entry. Therefore, the Career Centers are open from Monday
through Friday 8:00 am to 4:00 pm. For customers accessing services through the website, online chat with a staff member is available Monday through Friday 8:00 am to 4:00 pm. This allows an hour a day for staff to complete tasks necessary for compliance and excellence in customer services (including DEO.) As CareerSourceFV moves forward, it will implement more online workshops and in-person labs. As need has been identified by businesses, CareerSourceFV has hosted a variety of job fairs both during weekdays and weekends.

In 2016, CareerSourceFV moved to a more strategic position and issued a Request for Proposals (RFP) for Career and Training Services and One-Stop Operator. The Career Centers are now operated by two local women-owned contracted providers. As of July 1, 2016, Career Steps, Inc. (CSI) is the One-Stop Operator, providing Career Center management and oversight, job orders, front desk staff, phone operator and professional networking services. Case Management, Inc. (CMI) provides client services including Supplemental Nutrition Assistance Program, Welfare Transition Program, and Workforce Innovation and Opportunity Act case management services and career planning. CareerSourceFV also contracts with two young adult services providers; Eckerd Connects and a joint contract with Flagler County Schools and the George Washington Carver Foundation. A Request for Proposals was posted in November 2019 for Career Center Operator, Career and Training Services for Adults and Businesses and for Career and Training Services for Young Adults. Proposals are due March 2nd, 2020.

It is vital to the community to provide services under the Opportunity Act comprehensive model. The Orange City Career Center is the comprehensive Career Center for the region with two smaller affiliate Career Centers in Daytona Beach and Palm Coast.
ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:
   A. Information on existing and emerging in-demand industry sectors and occupations; and
   B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

For the Deltona-Daytona Beach-Ormond Beach MSA, which is made up of Volusia and Flagler Counties, the largest industry is Healthcare and Social Assistance at 16.2%, and Retail Trade at 14.6% is the second largest industry. Accommodation and Food Services came in as the third largest industry at 13.0%.

CareerSourceFV is talent-focused, business-driven by supplying businesses with the support to succeed. Programs are created to meet the individual needs of businesses and jobseekers in the community. The following are training reimbursement programs:

- On-The-Job Training – This program assists the business by reducing the cost of training new full-time employees.

- Customized Training – This program assists businesses by funding a portion of the training for existing employees to upgrade skills and retain employment while keeping the business competitive.

The Health Care and Social Assistance sector shows the highest hiring demand with 35,592 currently employed and with an Annual Growth percentage of 1.7%. Second in demand is Retail Trade with 31,898 currently employed and with an Annual Growth of .3%.
CareerSourceFV will continue to Labor Market Statistics to convene sector-based focus groups to continue the dialogue with area businesses on their anticipated future needs.

(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

Table 1: Top 20 Occupations with the Highest Number of Postings (Feb 2018 – Feb 2019)

<table>
<thead>
<tr>
<th>Title</th>
<th>Annual Unique Job Postings</th>
<th>Typical Entry Level Education</th>
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<tbody>
<tr>
<td>Health Care and Social Assistance</td>
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<tr>
<td>Retail Trade</td>
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<tr>
<td>Accommodation and Food Services</td>
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<tr>
<td>Educational Services</td>
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<tr>
<td>Construction</td>
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<tr>
<td>Administrative and Support and Waste Management and Remodeling Services</td>
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<tr>
<td>Manufacturing</td>
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<tr>
<td>Other Services (except Public Administration)</td>
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<tr>
<td>Professional, Scientific, and Technical Services</td>
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<tr>
<td>Public Administration</td>
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<tr>
<td>Arts, Entertainment, and Recreation</td>
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<tr>
<td>Wholesale Trade</td>
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<tr>
<td>Finance and Insurance</td>
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<tr>
<td>Real Estate and Rental and Leasing</td>
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<tr>
<td>Transportation and Warehousing</td>
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<td>Information</td>
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<tr>
<td>Agriculture, Forestry, Fishing and Hunting</td>
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<tr>
<td>Management of Companies and Enterprises</td>
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<td>Utilities</td>
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<td>Unclassified</td>
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<tr>
<td>Mining, Quarrying, and Oil and Gas Extraction</td>
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Source: JobsInc
Data as of 2018
Note: Figures may not sum due to rounding
...-All data based on 3-month, moving average
Data and transfer are approximate estimates based on NOT season separation rules.
**Citrus Hand Harvester**
- 288 High School Diploma/ GED Certificate

**Medical Customer Service Specialist (MCSSI) INTERNAL**
- 288 High School Diploma/ GED Certificate

**Registered Nurse (RN) - Chronic**
- 237 Vocational Training / Associates Degree

**Sales Associate Fine Jewelry**
- 188 High School Diploma/ GED Certificate

**LPN**
- 148 Vocational Training / Associates Degree

**Medical Assistant**
- 148 Vocational Training / Associates Degree

**Production Worker**
- 125 High School Diploma/ GED Certificate/ Vocational Training

**Security Officer USA**
- 93 High School Diploma/ GED Certificate

**Warehouse Manager**
- 91 High School Diploma/ GED Certificate

**Shift Leader (R23213)**
- 88 High School Diploma/ GED Certificate

**Housekeeper**
- 81 High School Diploma/ GED Certificate

**Home Health Aides**
- 74 Vocational Training

**Class A CDL Driver/Hazmat**
- 73 Vocational Training

**Aviation Maintenance Airframe and Powerplant Instructor (Daytona Beach Campus)**
- 69 Vocational Training/ Associates Degree

**Sales Representative**
- 67 High School Diploma/ GED Certificate

**Maintenance Technician**
- 66 Vocational Training/ Associates Degree

**LICENSED CLINICAL SOCIAL WORKER**
- 63 Bachelor's Degree

**Phlebotomist Team Leader**
- 63 Vocational Training/ Associates Degree

**Med Tech**
- 62 High School Diploma/ GED Certificate

**Technologist, Medical I (Lab)**
- 61 Vocational Training/ Associates Degree

**Paratransit Bus Operator**
- 60 High School Diploma/ GED Certificate

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**Source: Employ Florida, O*Net Online**

Employ Florida is CareerSource Flagler Volusia’s local workforce program that allows businesses to register and enter jobs openings. Each entry is carefully reviewed by staff to make sure it meets EEO rules and regulations. Additionally, staff review each business to make sure they are a viable business. Staff will refer customers to a job when basic requirements are met.

CareerSource Flagler Volusia’s labor force is 305,407 with a 3.1% unemployment rate (November 2019).

(3) Please provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

**Table 2: Education Attainment**
### Educational Attainment for Civilian Labor Force Aged 25-64 (2016 Estimates)

<table>
<thead>
<tr>
<th>Less than high school graduate:</th>
<th>High school graduate (includes equivalency):</th>
<th>Some college, no degree</th>
<th>Associate's degree</th>
<th>Bachelor's degree</th>
<th>Postgraduate degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>277,574</td>
<td>100,588</td>
<td>75,558</td>
<td>35,594</td>
<td>48,219</td>
<td>21,193</td>
</tr>
<tr>
<td>8.9%</td>
<td>32.6%</td>
<td>24.5%</td>
<td>11.5%</td>
<td>15.6%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

**Source: JobsEQ**

(4) Please provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the region (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).

One of CareerSourceFV’s BOD committees is the Business Development Committee (BDC). The members of the BDC include:
- Superintendents of the school districts of Flagler and Volusia Counties,
- Economic Development Organizations of the LEOs as well as a public-private entity, Team Volusia EDC,
- The President of Daytona State College
- Chambers of Commerce
- Representative from the Entrepreneurial Eco-System and
- Business representatives from the targeted sectors

This committee is responsible for analyzing business intelligence – both historical data and real-time anecdotal information received from the regional Business Service Representatives (from the Career Centers). This information, shared with educational entities, helps drive new programs developed for workforce training. Recent examples of training developed include:

- Composite training for boat building manufacturers
- Fibrous glass duct construction
- Exterior window, door and skylight installation
- Fiberglass shingle installation
- Vinyl and fibrous cement siding installation

As a result of the relationships formed through the BDC, CareerSourceFV was able to apply for funding opportunities for these particular training programs.
CareerSourceFV conducted an in-depth analysis of training activities based on a five-year trend. What was evident is that short-term training and work-based training had more successful outcomes at a lower cost.

In addition to looking at outcomes and direct training costs, CareerSourceFV analyzed the associated staff time. Staff costs with work-based training, was a fraction of the cost of long-term case management for classroom training.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)).

CareerSource Flagler Volusia has a robust menu of workforce services to offer to both businesses and the workforce throughout the region. The Opportunity Act is designed to assist job seekers with high quality career services, education and training and the support services needed to obtain good jobs and retain their employment. Additionally, it is designed to match businesses with the skilled workers they need to compete in the local and global economy. Training activities will be targeted to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with sustaining wages.
- Provide access and opportunities to all job seekers, including individuals with barriers to employment, such as persons with disabilities, low income or disadvantaged, homeless, ex-offenders, basic skills deficient or those with limited English.
- Enable businesses to identify with ease and hire qualified, skilled workers and access other supports, including education and training for their current workforce.
- Participate in rigorous evaluations that support continuous improvement of the local workforce system by identifying which strategies work better for various populations.
- Ensure that high-quality integrated data inform decisions by local policy makers, board members, local area management, businesses and job seekers across core and optional partners.

The Opportunity Act authorizes Career Services for adults and dislocated workers. There are two types of Career Services available within CareerSourceFV workforce system: Basic and Individualized Career Services. These services may be provided in any order and with no required sequence allowing CareerSourceFV’s service provider staff the flexibility to target services to the needs of the customer.

Basic Career Services

Basic career services will be available to all individuals seeking services in the CareerSourceFV workforce system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or young adult programs;
- Outreach, intake (including identification through the CareerSourceFV Reemployment Services and Eligibility Assessment Program (RESEA) and/or the
state’s unemployment insurance (UI) for claimants likely to exhaust benefits,) and orientation to information and other services available through the Career Centers;

- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), transferrable skills and supportive service needs;
- Labor exchange services, including job search and placement assistance and, when needed by an individual, career counseling.
- Information on in-demand industry sectors and occupations (as defined in sec. 3(23) of the Opportunity Act);
- Information on nontraditional employment (as defined in sec. 3(37) of the Opportunity Act);
- Referrals to, and coordination of, activities with other programs and services, including those within the CareerSourceFV region and, when appropriate, other workforce development programs within larger regional planning areas;
- Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Performance information and program cost information on eligible providers of training services by program and type of providers;
- Information about how the local area is performing on accountability measures, as well as any additional performance information relating to the area’s workforce system;
- Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State’s Medicaid program and Florida’s KidCare Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under the Opportunity Act; and
- Information regarding filing claims under UI programs, including meaningful assistance to individuals seeking to file a claim.

**Individualized Career Services**

If Career Center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, then these services are made available through CareerSourceFV Career Center resources, contracted Career Center staff or partners. Career Center staff may use recent or previous assessments by partner programs to determine if individualized career services would be appropriate. These services include:
- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and, if appropriate, the combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training and, in some instances, pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills; including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment;
- Financial literacy services;
- English language acquisition and integrated education and training programs.

All customers of the Career Centers may avail themselves of the Career Center Assessment Labs which have a variety of tools including, but not limited to:

- Meyers-Briggs
- CareerScope
- ProveIt
- Florida Ready to Work

Any customer considered for an Individualized Training Account (ITA) or other educational or training services must have the need for such services documented in the assessment process. Assessment updates may be made as the customers’ circumstances change, and as new barriers to success are identified. Additionally, assessments will ensure ITA or other educational candidates meet Section 134 (c) (3)(A)(I)(cc) which states that an eligible trainee must “have the skills and qualifications to successfully participate in the selected program of training services” in addition to meeting the other eligibility criteria.

Comprehensive assessments of customer needs are essential if sound decisions are to be made by the customers and staff regarding the services needed by the customer. Such assessments are especially important for lower-skilled or less-experienced potential workers, and for those seeking to enter a new field due to layoff.

CareerSourceFV’s contracted provider for Business Services will continue to identify the skill needs of local businesses. The use of strategically planned forums will also assist in identifying skill needs. The Veteran Services Unit consisting of skilled and dedicated LVERs
is fully integrated within Business Services and will assist in contacting and engaging Federal contractors and businesses that have been identified as veteran-friendly in their hiring practices. Veterans are identified at the point of entry at the Career Centers and assessed for eligibility. Veterans determined to have Significant Barriers to Employment designated by federal guidelines are referred to a DVOP for Individualized Career Services. Any veterans determined to not have a significant barrier, are referred to and served through, the American Job Center (AJC) staff.

CareerSourceFV uses three key tools to address the skill needs of local businesses and close the existing skill gaps of the local incumbent, under-employed and unemployed populations: Customized Training (CT), On-the-Job Training (OJT) programs, and short-term training for certifications and/or credentials.

The CT program provides opportunities for businesses to train existing employees, which allows companies to achieve greater employee retention, maximize productivity and market competitiveness. The employees have an opportunity to acquire the knowledge and skills needed to retain employment at the completion of the training. The training strategy is designed to assist individuals in need of services in order to retain their employment and to keep their skills relevant. The training may be provided to a single employee or a group of employees.

The On-the-Job Training (OJT) Program provides local businesses with qualified job seekers. The company is required to provide On-the-Job training in a full-time salaried or hourly position. The company is encouraged to retain the employee if the employee is meeting the minimum performance standards required for the position. The program may pay up to 50% of the employee’s full-time salary or hourly rate for a standard OJT period, to be determined by the staff based on salary and standard time for OJT for the position. One of CareerSourceFV sector initiatives is to prioritize identified industries to allow OJT contracts to be “weighted” and funded according to whether the business is in a targeted sector, the size of the business, as well as to the significant barriers to employment of the job seeker.

Short-term training, provided through local educational entities, is designed to meet local businesses’ immediate needs. Many of these credentials/certifications are not credit earning, so the training does not count toward the ITA calculations.

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)).

CareerSourceFV has a network where all young adults in the Flagler and Volusia region are able to easily access a comprehensive and integrated set of education and training supports. These supports increase the number of young adults productively engaged in the workforce, thereby increasing self-sufficiency and reducing poverty.

Currently, CareerSourceFV has two providers that work with young adults in Flagler and Volusia. All of Flagler County is served by “Road to Success” which is a program operated
between Flagler County Schools and the George Washington Carver Foundation. West and South Volusia County are served through Eckerd Connects.

While these two programs are geographical, they work very well together, and instead of competing against each other, they work together to serve the young adults in the two-county area. The providers often cross-train the young adults. For example, Eckerd Connects is certified to teach the Safe Serve food handler course and will often facilitate the course for the other program as well as their own. The two providers share best practices, resources, and expertise with each other.

CareerSourceFV’s young adult program providers serve one hundred percent out-of-school youth and a main focus is to have program participants earn their GED. Both programs have certified teachers and use on-line resources as well as in-person instructional teaching to help the young adults not only pass the GED, but to also teach successful educational study skills so when entering post-secondary education, program participants are more likely to be successful.

CareerSourceFV is a leader in empowering “Opportunity Youth” (young adults who are disconnected from school or work) ages 16-24 to obtain employment, re-engage in school, prepare for post-secondary education and/or connect to industry-focused education and training programs.

CareerSourceFV is aligned with institutions serving young adults in order to have easy access, reduce duplication, close service gaps, and promote collaboration. This alignment has decreased the number of “Opportunity Youth” through successful attachment to the labor market, entry into career pathways, increased education and/or paid work experience. It has also improved outcomes for young adults through placement in employment or education, attainment of industry recognized degrees or certificates, and increased measurable skills gains.

Included in the focus of these programs, CareerSourceFV has determined the priority target populations as:

- “Opportunity Young Adults” who are disconnected from school or work
- Court-involved young adults; homeless, runaway, in or aging out of foster care, pregnant or parenting young adults; young adults with a disability; immigrant young adults eligible for work; and young adults residing in public housing
- Young adult veterans

The following elements are central to the young adult programs:

- Proven recruitment strategies to effectively outreach, engage, enroll, and retain young adults.
- A continuum of service that allows participants to progress along GED/High School diploma attainment, matriculation into post-secondary education/training and placement into employment within a career path.
- Meaningful partnerships with businesses in high growth industries that support career pathways through internships and work-based learning opportunities for young adults. Use of structured career exploration, while providing maximum
opportunities for young adults to learn theoretical and practical skills relevant to their career interests.

- Provide long-term career development services, such as occupational training leading to unsubsidized employment in high demand industries with wage progression.
- Employ the career pathways model, with structured sequences of activities and multiple entry and exit points that provide adequate support services to meet the wide range of barriers of various young adult populations.
- Include innovative post-secondary bridge programs designed to accelerate credentials and skill building, such as use of contextualized and integrated curriculum and instruction.
- Provide intensive customer and support services, including financial literacy education, to help young adults overcome complex barriers and to successfully complete programs, and secure and retain employment.
- Incorporate trauma-informed care approaches into intensive customer service models.
- Demonstrate investment in long-term follow-up with participants upon program completion. This intensive customer service after the young adult has exited the program ensures continued success in post-secondary education, training, or employment.

CareerSourceFV started new contracts July 1, 2016 that are annually renewable, based upon met performance, for up to four years. A new Request for Proposals for Young Adult Services was posted November 2019 for the next four year cycle.
WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Provide a description of the local board’s strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

The overarching goal of CareerSourceFV is to increase the prosperity of workers and businesses; reduce welfare dependency, increase economic self-sufficiency, meet business needs; and enhance productivity and competitiveness. In essence, CareerSourceFV’s goal is to increase the prosperity of all members of the labor force and businesses regardless of size or zip code.

The BOD and committee members of CareerSourceFV reviewed and “refocused” their vision and mission at their planning meeting in January 2020.

CareerSourceFV’s vision is a simple, clear description of its compelling aspiration. The vision is intentionally aspirational; it is high-reaching and reflective of a goal not only for the workforce system, but for everyone it touches. CareerSourceFV’s vision is that in Flagler and Volusia Counties, every person will find their best career pathway and every business will have the workforce it needs to succeed. CareerSourceFV’s vision compliments CareerSource Florida’s vision which states, “Florida will be the global leader for talent”, because by providing employment and training solutions, CareerSourceFV is directly supplying “talent” to the customers it serves.

The mission of CareerSourceFV is a succinct description of the work it does to achieve the vision. This is what staff get up every day thinking about. It directly informs CareerSourceFV’s structure, staffing, and design of operations and is the most visible to the market. CareerSourceFV’s mission is to provide innovative, talent solutions for businesses and the workforce through effective collaboration and partnerships that drive the regional economy.

Values are the unswerving core beliefs and spiritual foundation of CareerSourceFV’s workforce system. Its values express lasting core ideas that will not change over time; they are the foundation and are embraced by the entire organization. CareerSourceFV’s values are in accordance with the branding standards created by CareerSource Florida and are listed below:

- **Business-Driven:** We believe Florida employers – the state’s job creators – are essential to our overall success in providing effective, market-relevant workforce solutions that drive economic growth and sustainability.
- **Continuous Improvement:** Driven by our commitment to excellence, we respond to changing market dynamics. We continually strive to improve our performance to better anticipate and address the talent needs of employers and the employment and skills needs of job seekers and workers. We identify, measure and replicate success.
- **Integrity:** We fulfill our mission with honesty and accountability and strive in every decision and action to earn and protect the public trust.
- **Talent Focus:** We believe in the power of talent to advance every enterprise and open the door to life-enhancing economic opportunities for individuals, businesses and communities.

- **Purpose-Driven:** Our work is meaningful and through it, we can inspire hope, achievement and economic prosperity in the lives of the customers we serve.

January 2020, the Board of Directors and committee members of CareerSourceFV reviewed its strategic vision. The strategic imperatives selected by CareerSourceFV’s BOD were carefully evaluated and selected as imperatives that would best propel CareerSourceFV to fulfill its Vision, Mission and Values. CareerSourceFV has created and updated the following:

- Collaborative Partnerships – Identify and engage stakeholders, forming partnerships that support economic growth and foster collaboration at the local, regional, state and federal level
- Continuous & Accurate Business Intelligence – Collect and share sector-based information through effective resources and information gathering
- Enhanced Talent Pipeline – Increase the skills of the workforce, including the future workforce, and decrease the number of underemployed through innovative and business-valued training solutions
- Effective Service Delivery – Provide solutions through effective processes and broker relevant information
- Appropriate Use of Funds – Demonstrate transparency and accountability in the use of funds in alignment with strategic goals.

These updated strategic imperatives will focus the work of the BOD and committees and guide the work of the staff.

The Board conducts work primarily in three committees: Business Development Committee, Career Pathways Committee and Finance Committee, that in addition to providing oversight to the Corporation budget has a focus on income (revenue diversity). All three committees report to CareerSourceFV’s Executive Committee and to the BOD.

(2) Describe the local area’s strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

In the spirit of the Opportunity Act and following recommendations of the state’s WIOA task force and CareerSource Florida, the CareerSourceFV has expanded partnerships to include WIOA’s core program partners; Florida Department of Education Divisions of Vocational Rehabilitation (VR), and Florida Division of Blind Services, and Adult Education, Senior Community Service Employment Program and Community Services Block Grant.

In addition to strategic input into the LWDA’s decision-making process, WIOA core program teams focused on strategy implementation and performance accountability reporting will continue to focus on areas for improvement and strategy execution. CareerSourceFV will
work with these core programs to align resources and realize regional and local goals. These include:

- Consistently using labor market tools such as JobsEQ, Employ Florida, and Florida Research and Economic Information Database Application (FREIDA) to forecast emerging career paths
- Assessing skill requirements for training against business demand
- Collectively support business engagement efforts across partners
- Convene business groups with training providers and core partners to implement skills development opportunities that effectively include at-risk populations
- Utilize a business information system (Salesforce) across the core partners that effectively gathers and shares information that informs joint planning and training development initiatives
- Collect and analyze business satisfaction information that serves to increase efficiency of service to businesses
- Establish career pathways in key occupational sectors
- Integrate core partners fully into a service delivery network within the CareerSourceFV system
- Continue serving on the Daytona State College School of Business Advisory Board and other pertinent advisory boards to align training with occupational skills and soft skills reflective of jobseeker and business needs
- Develop specific communication and outreach strategies that target individuals most in need of services including basic skills-deficient individuals, offenders and those with disabilities
- Establish relationships with potential alternative funding sources to enhance services provided by all the core partners

(3) **Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.**

CareerSourceFV places a priority on effectively serving customers, not only by providing basic services available through any LWDA, but by continuously looking for ways to increase the value of its services. CareerSourceFV’s Career Centers are trained in a “human-centered focus.” A human-centered design approach fuels the creation of processes and solutions that resonate with customers. CareerSourceFV asks questions such as, “How can we help busy customers stay connected with us?” and “What other services can we offer that will be of maximum use to the customer?” CareerSourceFV is dedicated to understanding the customers’ expectations and preferences, and then organize programs and services around what matters to the customer and what will continue to benefit the customer long after their experience is over.

In addition to a human-centered focus, CareerSourceFV continues to explore and employ career pathways with area businesses and educational entities. Each adult, dislocated worker, WTP customer and young adult enrolled into services will have a career plan to identify their career goals. As we continue to develop and strengthen career pathways, customers will be able to see, perhaps for the first time, where their efforts can lead.
CareerSourceFV is not just working to place a customer in any sort of job; we are looking to truly enhance their lives by helping individuals envision bright futures.

CareerSourceFV has created processes to ensure that every customer walking through the doors has access to a one-on-one counseling session with dedicated staff knowledgeable in local area demand occupations, local companies, and projected growth occupations. This allows CareerSourceFV to prioritize training services for in-demand occupations and selected industry sectors, fostering industry collaborations that align with each of the board-approved sectors, engaging education and training providers, economic developers, and private sector members in planning programs and approaches that focus on providing job-seekers with the critical skills needed to thrive and advance in today’s workforce.

(4) Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR §38.

As stated in Section 188 of the Opportunity Act and 29 CFR §38, no individual in the LWDA, or the United States for that matter, may, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, be denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with any Opportunity Act Title I funded program activity. The status quo with regard to the disparity of people in the workforce without disabilities versus the people in the workforce with disabilities is unacceptable. The Vocational Rehabilitation portion of the Opportunity Act will serve as a catalyst for optimal outcomes of competitive, integrated employment for persons with disabilities desiring to work. CareerSourceFV fully endorses the idea that people with disabilities are valuable employees who can succeed in a wide variety of work environments.

CareerSourceFV’s One-Stop Operator has facilitated training with Florida’s Department of Vocational Rehabilitation and Division of Blind Services to increase referrals of customers with disabilities. Career Center staff are cross-trained in Vocational Rehabilitation and Division of Blind Services eligibility criteria and processes. This enables Career Center staff to better recognize customers who may benefit from a referral to either Vocational Rehabilitation or Division of Blind Services. As new staff are hired, the One-Stop Operator will continue to ensure that staff are crossed trained with these partners.

CareerSourceFV has updated its TTY and TDD equipment to better accommodate customers who are visually impaired or hard-of-hearing. All three Career Center facilities will be evaluated at least annually to ensure they are compliant with the credentialing standards in DEO Guidance Paper FG 02-032.

“Work Ready” service recipients in CareerSourceFV’s Career Centers will be co-enrolled in Wagner-Peyser and the Opportunity Act, as appropriate. There is an emphasis in all CareerSourceFV’s service provider contracts starting in July 2016 on serving these targeted populations. The provider of case management services will employ at least one disability navigator who will work closely with the Division of Vocational Rehabilitation.

CareerSourceFV has created a training hub on its website that includes online workshops, such as resume writing and job seeking skills instructional workshops. This enables all
customers to access the knowledge without physically having to be at the Career Centers for a “live” workshop, creating 24/7 accessibility.

(5) **Describe the process used to develop your area’s vision and goals, including a description of participants in the process.**

In late 2019 and early 2020, CareerSourceFV’s vision and mission statements and strategic imperatives were reviewed by an ad-hoc Strategic Doing Committee, made up of officers of the Board and local elected officials. The result of their work was presented to the BOD and committee members at their planning meeting in mid-January 2020. These discussions were facilitated by an outside facilitator.

On January 16, 2020, CareerSourceFV’s Board of Directors and committee members revisited and created strategic activities/objectives that would align with the following imperatives:

- Collaborative partnerships
- Continuous and accurate business intelligence
- Enhanced talent pipeline
- Effective service delivery
- Appropriate use of funds

The strategic imperatives and guidance from the committees will continue to define how to improve services and outcomes for the WIOA, TAA, Wagner-Peyser, Veterans, WTP/TANF customers and SNAP Employment and Training programs. CareerSourceFV does not operate Job Corps or Migrant Seasonal Farm Worker (MSFW) programs.

The strategic imperatives will be reported on a regular basis at committee and Board meetings, reflecting the objectives created, implemented and accomplished.

(6) **Describe how the LWDB’s goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).**

CareerSourceFV’s strategic vision and goals are consistent with the premises of the Opportunity Act and CareerSource Florida’s State Plan. The goals pertaining to effective regional, State, and Federal partnerships, continued and accurate business intelligence, producing a qualified talent pool for today and tomorrow, and overseeing the management of an effective Career Center System all directly relate to the performance indicators that support economic growth and self-sufficiency.

While the MSA’s unemployment rate is 3.1% (November 2019), the lowest since 2006, there will be continued emphasis on assisting businesses to retain their workforce and upgrade the skills of the under-skilled population of the area. Achieving CareerSourceFV’s broad vision involves the well-planned and concerted effort of all the workforce system partners guided by clear and consistent information gathered from knowledgeable business leaders in the growth sectors of the local economy.
(7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b)(17)).

Listed below are the negotiated levels of performance for the federal measures for 2019-2020:

<table>
<thead>
<tr>
<th>Measures</th>
<th>PY 2019-2020 Approved Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adults:</strong></td>
<td></td>
</tr>
<tr>
<td>Employed 2nd Qtr After Exit</td>
<td>85.2%</td>
</tr>
<tr>
<td>Employed 4th Qtr. After Exit</td>
<td>83.0%</td>
</tr>
<tr>
<td>Median Wage 2nd Qtr. After Exit</td>
<td>$6,850.00</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>65.0%</td>
</tr>
<tr>
<td><strong>Dislocated Workers:</strong></td>
<td></td>
</tr>
<tr>
<td>Employed 2nd Qtr. After Exit</td>
<td>83.00%</td>
</tr>
<tr>
<td>Employed 4th Qtr. After Exit</td>
<td>79.00%</td>
</tr>
<tr>
<td>Median Wage 2nd Qtr. After Exit</td>
<td>$6,850.00</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>68.0%</td>
</tr>
<tr>
<td><strong>Youth:</strong></td>
<td></td>
</tr>
<tr>
<td>Employed 2nd Qtr. After Exit</td>
<td>75.5%</td>
</tr>
<tr>
<td>Employed 4th Qtr. After Exit</td>
<td>69.0%</td>
</tr>
<tr>
<td>Credential Attainment Rate</td>
<td>75.5%</td>
</tr>
<tr>
<td><strong>Wagner-Peyser:</strong></td>
<td></td>
</tr>
<tr>
<td>Employed 2nd Qtr After Exit</td>
<td>62.0%</td>
</tr>
<tr>
<td>Employed 4th Qtr After Exit</td>
<td>64.2%</td>
</tr>
<tr>
<td>Median Wage 2nd Quarter After Exit</td>
<td>$4,850.00</td>
</tr>
</tbody>
</table>

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).

CareerSourceFV uses several indicators to gauge performance. CareerSourceFV will use the Opportunity Act’s common indicators to measure performance and effectiveness of contracted service providers and the overall one-stop delivery system. Additional indicators are shown below:
• Entered Employment Rate at closure for Adults, Dislocated Workers and Youth
• WTP participation and employment rates
• ITA expenditures
• Youth expenditures on out of school youth
• Youth expenditures on work experience
• Administrative costs
• Monitoring by state and internal staff
• Audit

For contracted providers, additional deliverables are expected, including, but not limited to:
• Internal customer satisfaction – for both businesses and job seekers
• Creation of career pathways
• Staff certification and training

CareerSourceFV will use CareerSource Florida’s Continuous Improvement Performance Initiative metrics as a dashboard. The metrics, which focus on the core services of the network (employment, training and business services) are:
• Employment Rate 1st Quarter after Exit
• Participant Training Rate
• Business Penetration

CareerSourceFV will continue to measure job seeker customer satisfaction at the local level through on-site surveys. This allows CareerSourceFV to have almost instant access to real-time data and allows for quick responses to customers as needed. CareerSourceFV will also measure the metrics highlighted in the Monthly Management Report produced by DEO.

(9) Describe the definition of “self-sufficiency” used by your local area (WIOA §108(b)(1)).

One of the indicators CareerSourceFV has used to determine the health of its economy is the ALICE report. ALICE, an acronym for Asset Limited, Income Constrained, Employed are households that earn more than the federal poverty level, but less than what it costs to survive (the ALICE threshold) for the two counties.

Of Florida’s 7.5 million households, 14% earn below the federal poverty level and another 32% are ALICE, which equals 44% of total households. In Volusia County, the ALICE & poverty households equal 43% and in Flagler County that percentage is 42%.

Regardless of background or current status, (i.e. Temporary Cash Assistance recipient or previously high-level income dislocated worker or employed worker) CareerSourceFV assists all individuals to gain the same level of self-sufficiency in order to achieve lasting change for the families in the LWDA.
The goal of employment and training programs provided through CareerSourceFV is to create an environment where the participant may reach self-sufficiency. This may be identified through the following characteristics:

- Possess employability and work skills that are in demand in the workforce of Flagler and Volusia Counties.
- Generate enough income to provide for the basic needs of one’s dependents and self.
- Maintain a household without financial assistance.
- Move from the ALICE (working poor) category.
- Function successfully as individuals independent of governmental benefits.

Self-sufficiency may happen in stages in some cases. As individuals increase their earnings and skills, they decrease their need for governmental supports.

Listed below are the calculations to be used in determining self-sufficiency:

Self-sufficiency for individuals served through Adult Services will be calculated as:

Personally, received an income for the six-month period immediately prior to application for training services which is equal to or less than 250% of the current Federal Poverty Guidelines.

Self-sufficiency for individuals served through Dislocated Worker Services will be calculated by:

A worker who has been given notice of lay-off or is laid-off, and who upon successful completion of training, will receive an income of not less than 83% of the earnings prior to job separation.

Self-sufficiency for Employed Workers is $74,500/year or $35.82/hour. CareerSource Flagler Volusia’s Business Service Representatives have reported that many employed workers in need of skill upgrades are unable to qualify for intensive services and training services because, according to former guidelines, (250% of LLSIL) they earn too much money. However, the wage they earn is insufficient to provide for their families. These workers need additional training to increase/maintain their earning potential.

To summarize, the income levels used to qualify employed workers for training services and to identify self-sufficient employment opportunities for dislocated and employed workers will be, either individually earned or combined family earnings, $35.82/hour to allow a greater number of individuals to be served and more workers prepared to meet the need of local employers.

The figure of $35.82/hour was the result of the following calculation:
Consideration of the average price of a renting a home in Volusia and Flagler counties and subsequent monthly payment, add utilities and insurance and arrive at an annual figure.

Determine what the salary would be using the above figure as 30% of the salary.

These values will be reviewed and examined annually in order to fairly recognize market changes.
COORDINATION OF SERVICES

(1) **Coordination of programs/partners:** Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers (TEGL 3-15).

So that resources are used efficiently and in order to provide a united network to the community, CareerSourceFV will lead the coordination of the local public workforce network.

Developing an effective workforce network is built on a foundation of alignment, innovation, business engagement, accountability structures and improved data. CareerSourceFV is looking beyond the Opportunity Act to set goals for a comprehensive network that increases the number of “jobs that pay,” and expands the idea of just “teaching” the skills necessary to succeed in education or training through individualized career services that are coordinated across programs and partners.

CareerSourceFV will do this by leading a workforce development network that addresses three core challenges facing the workforce network:

- The workforce network in general, including education and training providers, needs flexibility to respond to the needs of businesses who provide jobs that pay self-sufficient wages.
- Workforce programs operate in their own individual silos rather than being integrated into an overall network that allows leveraging multiple funds to better serve businesses, job seekers (especially individuals with disabilities) and incumbent workers.
- The workforce network lacks a support structure of training programs and business peer-learning opportunities, including apprenticeship programs, which enables and encourages more businesses to invest in their workers and implement best organizational practices that create more jobs that pay self-sufficient wages.

CareerSourceFV will provide the highest quality of service to job seekers and businesses by addressing these challenges through well-coordinated approaches with its partners (mandatory and others) at the local level. Access to services will be enhanced through the use of technology and creative partnerships with community organizations and other service providers. While access will be improved for all job seekers, the provision of services and training will be focused on those most in need and hardest to serve.

CareerSourceFV procured a provider for a One-Stop Operator and a provider of Career Services, including case management and business services within its three Career Centers as well as the Young Adult programs; contracts under this procurement started on July 1, 2016. Recognizing that job seekers bring different needs and skill sets, CareerSourceFV sought and selected providers that takes these individualized needs into account and addresses the three challenges stated above. A new Request for
Proposals for services was posted November 2019 for contract start dates of July 1st, 2020.

Career services are designed to assist participants in obtaining appropriate and sufficient long-term employment within all available programs. These include Adult and Dislocated Worker Programs funded through the Opportunity Act, Welfare Transition Program (WTP), Supplemental Nutrition Assistance Program (SNAP), Re-Employment Services and Eligibility Assessment Program (RESEA), and Rapid Response. Career services are customer driven and assist the individual in finding and retaining gainful employment. These services focus on training related to careers aligned with the skills needs of the area’s in-demand employment opportunities. CareerSourceFV aims to connect individuals with the following in-demand industry sectors through the use of up-to-date Labor Market Information (LMI).

- Healthcare
- Construction
- Manufacturing
- Business and Professional Services, with a focus on Information Technology
- Logistics and Distribution
- Retail
- Leisure and Hospitality

Partner meetings are held at least quarterly among the required partners and representatives from these partners are active participants on the CareerSourceFV’s BOD and/or its committees.

These meetings have resulted in, not only unduplicated services, but enhanced services at CareerSourceFV’s comprehensive Career Center including, but not limited to GED courses, and books provided at no cost along with the cost of GED tests covered through the Community Services Block Grant.

In Flagler County, CareerSourceFV has been able to open and maintain an assessment lab on the campus of Flagler Technical Institute which is directly across the street from the Flagler County Career Center.

For all clients of CareerSourceFV’s Career System, streamlined services for Voc Rehab and Division of Blind Services is provided through a disability navigator at CareerSourceFV’s Career Center. For all eligible clients, GED exam fees are provided through the Community Services Block Grant.

(2) Coordination with Economic Development Activities: Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located, and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

CareerSourceFV, in collaboration with the local economic development organizations, has identified seven (super) sectors important to the economy to generate wealth, have employment growth potential, or where the region has a competitive advantage: Healthcare,
Construction, Manufacturing, Business and Professional Services, Information Technology, Retail and Leisure and Hospitality. CareerSourceFV continues to design, implement and maintain strategies around these supersectors.

Successful economic development relies on close relationships with workforce development and vice versa. To ensure that strategies and resources are aligned, CareerSourceFV works closely with local and state EDOs to develop strategies to support growth in the above industries.

The leaders of the local EDOs serve on CareerSourceFV’s BOD and/or its committees.

These members include: Flagler County Commission, Volusia County Division of Economic Development; the public/private entity TEAM Volusia EDC, and the 100% private entity, the CEO Business Alliance. The President & CEO of CareerSourceFV is a member of the BOD for TEAM Volusia EDC. CareerSourceFV also provides presentations to the Counties’ governing bodies as requested. Representatives from CareerSourceFV participate on the Volusia County practitioner group which is comprised of all municipalities, education, Small Business Development Council, and other organizations with an interest in the growth of the local economy.

CareerSourceFV is a partner in the economic development process whenever businesses are concerned about the availability of skilled workers. Proposals for prospective companies looking at either county include information on CareerSourceFV’s services as well as labor supply reports provided by Florida’s Bureau of Labor Statistics. CareerSourceFV is consulted on recruitment, hiring, development and retention, On-the-Job training or customized training. These concerns require a coordinated and customer-friendly response from all the partners within the workforce network as well as reliable data. CareerSourceFV has invested in JobsEQ to support economic development organizations.

CareerSourceFV is actively involved in a variety of local entrepreneurial programs. CareerSourceFV will assist with promotion, recruitment, facilitation, hosting, presenting, etc.; whatever is needed to ensure the success. Examples of the current initiatives include: Innovate Daytona and Accelerate, two local organizations that provide entrepreneurial training and coordinate events, such as Elevate Daytona, 1 Million Cups, and other various community activities.

In September 2019 CareerSourceFV Leadership Team, contracted managers, business partners, EDO staff and local community partners participated in a three-day train-the-trainer course for the Entrepreneurial Learning Initiative’s Ice House Entrepreneurship Program. This program helps trainees learn to think like an entrepreneur and shifts the perspective in a way that exposes opportunities, ignites ambition, and fosters the creativity and critical thinking that have become essential for both individuals and businesses to adapt and thrive in today’s rapidly changing world. It is the goal of the CareerSourceFV to bring this mindset to front-line and managerial staff, including contracted staff, to help foster a change in their mindset. The goal is to ultimately develop staff to be comfortable and knowledgeable enough to have conversations with customers who have the desire to use the entrepreneurial mindset to pursue new/better employment or entrepreneurial opportunities.

(3) Coordination of education and workforce investment activities: Describe how the local board coordinates education and workforce investment activities carried out in
the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)).

CareerSourceFV aims to be at the forefront to provide the skills training needed to train up the current skilled workforce in the growing sectors as well as being able to anticipate the needs of future businesses and train the next generation of workforce to help close the “skills gap.” By anticipating current and future needs through business relationships, CareerSourceFV can work with local training vendors to provide the skills training needed to reduce this gap. By helping to maintain a highly skilled workforce, Volusia and Flagler Counties will not only be able to attract new businesses to the region but will be able to increase the career pathways of the local workforce and increase their wages and living standards.

Volusia County Schools operates 42 Career Academies and over 60 Career and Technical Education (CTE) Programs in their 16 high schools. CareerSourceFV brokers information from businesses to Volusia County Schools through the CareerSourceFV’s BOD Career Pathways Committee to provide guidance on curriculum and open opportunities for work-based learning.

In Flagler County, meetings are frequently hosted by Flagler County Schools’ administration with area businesses and CareerSourceFV so that both organizations can hear firsthand the needs of businesses. Both County schools use CareerSourceFV’s Career Pathways Committee as their approving body for additions to the Florida Career and Professional Education (CAPE) list. The Florida Career and Professional Education Act was created to provide a statewide planning partnership between business and education communities, to expand and retain high-value industry, and sustain a vibrant state economy.

CareerSourceFV has and will continue to provide current labor market information to our school districts to guide and inform choices on retaining or perusing new certifications.

CareerSourceFV works closely with post-secondary education providers to ensure that there is a coordination and alignment of strategies in serving job seekers and businesses. These area educational entities, including Daytona State College, Bethune-Cookman University, Stetson University, Daytona College and the Independent Florida Colleges, work with CareerSourceFV to provide the job skills training necessary for gaining and maintaining employment. Moving forward as CareerSourceFV looks to work with local businesses to identify trainings needed to help workers move upward on career pathways, partnerships with local educational entities will be utilized to provide needed trainings.

CareerSourceFV serves on Daytona State College’s Workforce Advisory Committee; this committee is made up of area EDOs, industry associations and area businesses. As more opportunities arise, CareerSourceFV will continue to participate in new program and curriculum development.

In February 2019, CareerSourceFV convened the first Alliance4 meeting. Alliance4 is a partnership between businesses, workforce development, economic development and education to convene conversations with leaders from six industries: Business & Professional, Construction, Healthcare, Hospitality, Manufacturing and Retail. Through
these partnerships, solutions to local business workforce issues can be developed. Educational partners from both secondary and post-secondary attend to hear issues that the businesses have identified as needed for training of both current and future employees. The Alliance4 meets every six months, with planning and work groups for each individual sector meeting in between to work on and implement solutions to the needs of the businesses.

Alliance4 has better aligned the efforts of workforce development, education and economic development. For example, Daytona State College uses Alliance4 as their Workforce Advisory Committee to gather business intelligence and Volusia and Flagler County schools are using the Alliance4 to gather the information needed for the Community Local Needs Assessment for Perkins V.

(4) Coordination of transportation and other supportive services: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

As the unemployment rate continues to dip, CareerSourceFV recognizes that those using its services will be among the hardest to serve, including those who have been long-term underemployed.

CareerSourceFV is an active member of the Transportation Disadvantaged Local Coordinating Board of the River to Sea Transportation Planning Organization. Through this participation, CareerSourceFV is informed of plans around bus service, specifically Votran, throughout Flagler & Volusia Counties.

CareerSourceFV strives to provide consistently excellent service to workforce development customers through minimum standards, clearly defined roles and responsibilities, and well-trained staff.

To better serve customers with reduced capacity, CareerSourceFV implemented a Best Practice Model to ensure all customers receive a one-on-one meeting with a career counselor upon their arrival to the Career Centers. This approach is First Impression Team (FIT).

FIT is comprised of a team who answer the phones, greet customers at the front desk of the Career Centers and provide a one-on-one introduction to all services. Each customer receives an orientation of available services, including all partner services and any other pertinent resources, including available support services to ensure the successful return to employment. This practice ensures that each customer coming through the doors immediately has a human connection and a resource on which they can rely when they need additional direction.

CareerSourceFV recognizes the need to provide support services to customers, particularly those with barriers to employment, in order to promote successful outcomes. While many of these support services can be provided by the core programs, other services must be secured through partner programs and community and faith-based organizations. Examples of work with partners to provide necessary support services include:
Participants determined to be eligible under the Opportunity Act’s Title I core programs are characterized as having barriers to employment. Title I Adult and Dislocated Worker funds allow local areas to provide support services while Title I Youth dictate support services as a mandatory program element. Referrals and/or assistance with transportation, housing, child care and dependent care are found at all Career Centers and can also often be leveraged from TANF and SNAP Employment and Training programs. CareerSourceFV will also coordinate with partnering agencies, human services entities, and community-based organizations to ensure a robust variety of services.

CareerSourceFV partners with local providers to increase resources for extended services for individuals with the most significant disabilities.

Support services are issued as special allowances and eligibility is determined based on requirements of the program component and the need of the individual, up to a maximum limit established by legislation. Special allowances for services are issued with consideration of the least costly, most practical item or service.

Staff coordinate support services with applicable providers, deliver technical assistance to community-based organizations for employment and training services to job seekers and assist partners in providing services to mutual customers, preventing any duplication of services. For any participant who finds unsubsidized employment, support services may be provided up to 12 months following the participant’s exit provided that the services are necessary for the participant to remain employed. Staff first seek to obtain support services from local agencies.

CareerSourceFV maintains active membership of area boards to learn of community services and to provide feedback on the needs of its customers.

(5) Coordination of Wagner-Peyser Services: Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

CareerSourceFV has taken an approach of high service delivery to its customers by incorporating all program staff, including DEO staff, into a combined system within each Career Center. CareerSourceFV’s One-Stop Operator will continue to share and refine many functions that in the past have been “silod by program.” By sharing multiple program outcomes, managers have been able to develop and implement an individualized customer service delivery model. CareerSourceFV will continue to meet and facilitate communication among all partners housed within the Career Centers. This information will continue to be shared with frontline staff to ensure desired results are achieved.

Frontline staff are also encouraged to communicate best practices, policy changes or suggestions for improvement to their managers or with the President & CEO in quarterly listening sessions and through our biannual staff survey. This wraparound approach fosters an environment for continuous improvement and continues to keep DEO involved in the service delivery as defined by the Opportunity Act.
CareerSourceFV has adopted priorities and strategic direction to ensure continuous improvement in the delivery of the Reemployment (Unemployment Insurance) program and to fulfill our commitment to performance excellence and client-centered services. Our mission continues to be to enhance Flagler and Volusia’s economy by matching jobs and workers to increase the efficiency of local labor markets, provide unemployment compensation to support unemployed workers and their communities, prepare a skilled workforce to enhance and align their skills to meet local labor market needs and to gather, analyze, and disseminate information about the labor force to improve local economic decisions. DEO staff work closely with other staff within the Career Centers, ensuring that duplication of services does not occur.

CareerSourceFV understands that with the fulfillment of our mission comes a great responsibility to the citizens of our communities. The reemployment of Flagler and Volusia’s job seekers is the component of CareerSourceFV’s mission that is currently one of our main focuses. The primary goal of the reintegration initiative is to streamline unemployment insurance claims and resolution processes to help customers receive support and get connected to meaningful employment as rapidly as possible.

DEO staff assist all customers accessing computers for job search within the Career Centers regardless of program. Information on available services is provided to customers when they enter the Career Center. There are qualified workforce service specialists available to serve and/or direct the customer to the appropriate service delivery option. While we don’t have designated UI staff in the Career Centers, UI claimants are appropriately directed to available services from the initial claims process through issue resolution. DEO staff are cross-trained to answer basic questions and assist with issues like address changes, 1099’s, etc. DEO staff ensure customers are assisted with filing their unemployment claim and are able to answer questions regarding the initial claims process as well as any questions about rights and responsibilities.

CareerSourceFV has also embarked on several initiatives that have proven to be effective one of which is a Best Practice Model to ensure all customers receive a one-on-one meeting with a career counselor upon their arrival to the Career Centers. This approach is the First Impression Team (FIT). Each customer receives an orientation of available services, including all partner services and any other pertinent resources to ensure a successful return to employment. The orientation includes a complete overview of the processes and procedures for gaining maximum benefits from engagement with the Career Center. Orientations can be conducted in individual or group settings or online, depending on the needs of the customer and the need for Career Center efficiency. Wagner-Peyser activities are entered into the state management system with case notes, ensuring that as staff continue to assist customers, duplication of services does not take place.

(6) Coordination of Adult Education and Literacy: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II WIOA §108(b)(10).

Embracing the idea of coordinating activities with education and training providers within Flagler and Volusia Counties, including providers of adult education and literacy activities,
providers of career and technical education, Division of Blind Services (DBS) and the local Division of Vocational Rehabilitation (VR), CareerSourceFV has regularly scheduled meetings with all partners.

All partners recognized that cross-training of staff will make the delivery of services to customers run more smoothly and will prevent the duplication of services. Historically, CareerSourceFV staff has worked with DBS to educate their staff on using Employ Florida, the statewide on-line system, with their customers. This cross training continues on an as-needed basis and will also include DBS educating CareerSourceFV staff on their services, including completing their on-line application and training of Career Center staff on how to best work with a job seeker who may be facing a transitional period, i.e., transitioning from sighted to non-sighted.

VR and CareerSourceFV have been cross-training staff to better enhance services to customers with disabilities and to ensure limited duplication of services and allowing customers to access employment and training services in a more efficient manner.

CareerSourceFV is co-located, part-time on an as-needed basis, at Daytona State College’s Career Services offices to provide cross-training to staff and to assist in employment/career services directly to students. CareerSourceFV is onsite at Flagler Technical Institute with an assessment lab.

The Memorandum of Understandings between CareerSourceFV and its partners are attached to this plan. Included in these MOUs, are the provisions for:

- No cost, on-site GED classes, books and test fees
- Office Space
- Cross Training
- Co-Location

(7) **Reduction of Welfare Dependency:** Describe how the local board coordinates workforce investment activities to help reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help such recipients become self-sufficient. Additionally, describe the strategies the local area uses to meet CareerSource Florida’s goal of reducing welfare.

Serving those in poverty and those individuals who rely on governmental subsidies is not an issue specific to CareerSourceFV, it’s a community issue that needs to be solved with strong resolve among multiple partners. The leadership team and the BOD of CareerSourceFV believes that to best serve those in the ALICE or poverty target population, you need to know the population and all multiple issues around poverty. To this end, the leadership team of CareerSourceFV is involved in the following:

- Commission on Homelessness, CareerSourceFV has representation on the board and chairs the Economic Stability Committee. One of the primary purposes of this committee, is to educate providers of homelessness services on the services
available through CareerSourceFV, Goodwill, Division of VR, Volusia County Human Services, including their CSBG programs, and Community Partnership for Children.

- Circuit 7 Community Alliance, CareerSourceFV has representation as the Chair, on the statutorily-created body that convenes community stakeholders.
- United Way of Volusia and Flagler Counties, leadership of CareerSourceFV serves as a member of the Community Impact Cabinet that is ensuring the community is investing in financial stability.
- Active members for One-Voice for Volusia, the Human Services Advisory Board of Volusia County Human Services, Flagler Cares, Access Flagler, Community Partnership for Children, and others.

Through these partnerships, CareerSourceFV coordinates its services to support and supplement the services in the community to serve those most in need.

CareerSourceFV continues to break down silos between the Welfare Transition and Workforce Innovation and Opportunity Act funded programs providing equal opportunity training programs.

CareerSourceFV’s online workshops have increased accessibility for WTP and SNAP customers.

Front-line staff members’ continuous training includes mental health first aid, human-centered design, compassion fatigue, and trauma-informed care as well as DEO’s webinars and trainings. The intent of these trainings is to equip front-line staff with the resources on how to best serve all that are in need of employment and training services.

(8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

Since the inception of the Opportunity Act, CareerSourceFV has held, and will continue to hold, meaningful conversations with local Vocational Rehabilitation, Division of Blind Services, SCSEP partners, Career and Technical Education and adult literacy partners. We are cross-training our staff and co-locating key positions to better serve our mutual customers.

Strengthening our network is key and requires resources, including time for careful planning. Attached to this plan are the MOUs and IFAs with our required partners.
DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).
   A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.
   B. Identify any non-required partners included in the local one-stop delivery system.
   C. The LWDB, with the agreement of the chief elected official, shall develop and enter a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of sector executed MOUs (WIOA §108(b)(6)(D)).

Through regularly scheduled partner meetings, CareerSourceFV 2020-2024 plan was discussed and will be shared among the partners via the website during public comment period. However, much of what is on these pages is a result of (CareerSourceFV and all of our partners) diligence on forming a workforce system for the community.

CareerSourceFV holds MOUs with the following partners:
- Agricultural and Labor Program
- Bethel African Methodist Episcopal
- Community Resource Center - DeLand
- Emmanuel Church
- Flagler Technical Institute
- Northeast Florida Community Action Agency
- Northwood Village Neighborhood Network Center
- Oak Hill Community Resource Center
- Palmetto Park Neighborhood Network Center
- Pine Haven Neighborhood Network Center
- Volusia County Community Assistance Division

The primary purpose of these MOUs is to establish a relationship with community partners to provide access to CareerSourceFV’s electronic services.

Together with core partners, CareerSourceFV is continuously cross-training front-line staff, and co-locating where it benefits mutual customers and better serves the community.

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.
   A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act
regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

CareerSourceFV has written an accessibility policy that all entities within the One-Stop delivery system will adhere to. Part of the policy reads as follows:

PURPOSE:
Disability is an extremely broad term, encompassing many different conditions and people from all walks of life. This policy establishes organizational procedures for providing reasonable accommodation to qualified individuals with different abilities that allows them to perform the essential function(s) of the job/job preparation in accordance with the Americans with Disabilities Act (ADA) of 1990 and the Rehabilitation Act of 1973, and to take advantage of the programs and services offered by CareerSource Flagler Volusia.

This policy communicates to individuals with different abilities, who need reasonable accommodations to participate in programs and services offered by CareerSourceFV, that, if available, they will be provided such accommodation, unless to do so would impose an undue hardship on the operation of the organization.

POLICY:
"Reasonable accommodations" are modifications or adjustments, which allow a person with different abilities to enjoy the same benefits of services as people without disabilities, such as more intensive staff assistance, provision of language interpreters, etc. Reasonableness is determined on a case-by-case basis, considering such factors as the position requirements and the feasibility and cost of the modification. Request for accommodations provides CareerSource Flagler Volusia the opportunity to improve on its service delivery by doing things differently for an individual with different abilities. Anyone who has questions regarding ADA responsibilities may contact the resources listed in paragraph 7 of this policy.

CareerSourceFV may not refuse to provide services because the person has different abilities, nor can a person with different abilities be charged a fee to cover the costs of providing accessibility. People with different abilities must have opportunities to participate in the programs and services of the CareerSourceFV system that are as effective and meaningful as those provided to people without disabilities. People with different abilities must be served in the most integrated setting as possible, with the same programs and services as everyone else, side-by-side with people without disabilities. The failure of staff to comply with this policy may result in disciplinary action up to and including dismissal.

ACCOMMODATION REQUESTS:
CareerSource Flagler Volusia is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with different abilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If accommodations are needed, individuals may contact the manager of the Career Center for further assistance.
COMPLAINTS:

An individual who is dissatisfied with a decision related to an accommodation request, may ask for a review of the decision to the appropriate appointing authority.

Any person who believes that either he or she, or any specific class of individuals, has been or is being subjected to discrimination may file a written complaint, either personally or through a representative. The complaint may be filed with either the CareerSourceFV Equal Opportunity Officer or the Department of Economic Opportunity’s (DEO) Office of Civil Rights.

Other options are the US Equal Employment Opportunity Commission (EEOC) or the Florida Commission on Human Relations (FCHR) regarding employment discrimination.

Discrimination complaints filed under the provisions of the Workforce Innovation and Opportunity Act may be filed with DEO’s Office of Civil Rights (OCR) or the U.S. Department of Labor’s Civil Rights Center. Either the OCR or the Civil Rights Center will answer any questions a potential complainant has about complaint filing and investigation. Contact information for the OCR, the Civil Rights Center, and the other state and federal agencies that will accept complaints under the laws applicable to the Department and its programs is provided in paragraph 7, under resources. A charge of discrimination filed with the OCR must be filed within 180 calendar days of the alleged act of discrimination. “Filing” means a written complaint must be received by the OCR before the expiration of the 180-day period for filing.

WEB ACCESSIBILITY:

CareerSourceFV is making every effort to ensure that the information available on our website is accessible to all customers. If special adaptive equipment is needed by the customer to access the Web and they encounter problems when using our site, customers can elect to speak with a Career Center Manager and an attempt will be made to provide the information in a suitable format. We ask that customers be as specific as possible when describing the information needed.

IMPLEMENTATION:

Program Supervisors will ensure implementation and execution of this procedure by their staff. Questions may be directed to staff’s immediate supervisor or their manager. The Lead Career Center Manager will serve as the final authority should issues arise.
B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

Over the past four years, CareerSourceFV incorporated the concept of human center design into the daily culture of staff, having all staff (Board and contracted) trained in the human center design approach. This concept has become part of the daily approach of staff.

CareerSourceFV focuses on excellent customer service, innovative and effective service design, integrated management and high-quality staffing. Customers of the Career Centers must know when walking into a Career Center what services are provided on-site, what they may/may not be eligible for, and how the Career Center can best suit their individual needs. A customer should have a clear understanding of the flow of services and how they can progress from one to another quickly and seamlessly. The front-line staff should be knowledgeable about all available workforce development opportunities in the area, and not only those that are offered through partner funding streams within the Career Center.

The contracted providers of One-Stop Operator and Career Services creatively and effectively manage the customer flow and provide a successful customer experience. Identifying the level of customer satisfaction is key to providing workforce services. Customer satisfaction is a deliverable in CareerSourceFV’s provider contracts.

Customer service is the provision of a “human-centered” approach in the delivery of services, designed:

- To prepare and coordinate comprehensive employment and/or educational plans, such as service strategies, for participants to ensure access to necessary program activities and support services using, where feasible, computer-based technologies
- To provide job and career counseling during program participation and after job placement.

This “human-centered design” is an in-depth process analysis of understanding what the customers’ expectations and preferences are and organizing them into specific measurable results to increase value-added services to the customer.

CareerSourceFV’s providers are required to provide experienced customer advocates in sufficient numbers to meet the needs of active customers and follow-up caseloads. The customer service philosophy is built around the idea of a “team approach”. In this approach, not just one staff member is involved in the success of the customer, but a team of staff members is brought together to provide all of the necessary services required to ensure customer success. Within this approach, all staff have access to the necessary information to serve the customer best and are not requiring the customer to continue to “tell their story” multiple times or feel they have been “handed off” to another staff member. From the customer’s perspective, the experience will feel seamless and smooth, regardless of how many members of the “team” are required to assist them.

Ongoing analysis of this approach will allow CareerSourceFV to evaluate its effectiveness and determine what changes (if needed) should be made. All Career Center staff will receive ongoing training, as needed, to ensure that this approach is maintained and is meeting the needs of the customers.
C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

CareerSourceFV has designed and implemented on-line trainings. Current topics include:

- Overview of Career Services
- Orientation for re-entering the workforce (ex-offenders)
- Employability skills:
  - Résumés
  - Success at job and career fairs
  - Job interviewing
  - Successful workplace habits
  - Effective job search
  - How to look good in Skype Interviews
- Employ Florida
  - Creating an account
  - How to use various tools
- Labor Market Information

These workshops are accessible to anyone who has Internet access, either at home or in Mini Career Links (MCLs). Customers can use assessment labs in any of CareerSourceFV’s Career Centers to access these trainings. It is the intent of CareerSourceFV to continue to look at maintaining efficient and innovative ways to serve as many customers as possible throughout Flagler and Volusia Counties regardless of where they live.

CareerSourceFV has begun to use technology to assist customers both within the Career Centers, as well as within the more remote areas of Flagler and Volusia Counties. The Business Service Representatives utilize iPads to quickly serve businesses at their locations, helping to execute contracts and services in a more efficient manner. With the incorporation of Salesforce, staff are also able to enter notes into the system at the time the service is administered, better communicating to their counterparts the services rendered.

With the network of our Mini Career Links (MCLs), our outreach has been able to gain access to communities, especially in outlying areas, where targeted populations reside that may have barriers in traveling to our Career Centers. These MCLs are made possible with strong faith-based and community-based partnerships. Our partnership with local pastoral associations is vital to success.

Our association with F.A.I.T.H. (Fighting Against Injustice Towards Harmony) has also aided CareerSourceFV in positioning MCLs where needed most. F.A.I.T.H. is an interfaith congregation-based community organization. Its member congregations pledge to work together to address issues of injustice and the root causes of them in Volusia County, Florida.

To maintain awareness of needs in the community, CareerSourceFV leadership team serves on a number of community boards including, but not limited to:

- Campaign for Working Families
- Early Learning Coalition of Flagler and Volusia
• One Voice for Volusia
• Local chambers of commerce
• United Way of Volusia and Flagler Counties
• Commission on Homelessness Volusia/Flagler
• Family Renew, transitional housing
• Community Partnership for Children, the area’s Community Based Care organization
• Department of Children and Families’ Community Alliance
• Circuit 7 Juvenile Justice Council
• Volusia County’s COAD (Community Organizations Active in Disasters)

Through these associations, we maintain relationships within our community to determine where our resources can best be used and leveraged. Each target population has unique needs, and by serving in our community in volunteer roles, we are better equipped to identify those needs.

IDignity:
The IDignity Program restores dignity and hope by providing identification. Through collaboration with government agencies, churches and community volunteers, IDignity assists the poor in navigating the complexities of obtaining legal identification documents including birth certificates, state ID and social security cards - all essential items in attaining education, employment, healthcare, housing and benefits. Without IDignity’s assistance, the barriers to obtaining identification are often insurmountable for the poor and disadvantaged. IDignity helps over 2,700 individuals annually at no cost. CareerSourceFV and Career Center staff’s community involvement with assisting the poor and disadvantage with the most basic identification needs keeps in line with our Mission Statement.

Volunteer Income Tax Assistance (VITA):
The Volunteer Income Tax Assistance (VITA) initiative is an IRS program that helps families and working individuals making less than $54,000 receive free tax preparation. The program was designed to allow taxpayers to receive the full amount of their tax return without losing any of it to commercial fees or rapid refund loans.

United Way of Volusia and Flagler Counties’ Campaign for Working Families has established several physical VITA sites across the Volusia and Flagler County area where taxpayers can come and take advantage of free tax preparation assistance given by trained volunteers. Individuals and families earning less than $58,000 per year qualify for the same free tax preparation assistance online. CareerSourceFV has been a leader with the Campaign for Working Families since its inception in 2004.

Foster Care and Department of Juvenile Justice:
Working with area foster care and DJJ agencies has let us identify their needs so that we can support their missions by providing workforce services.

CareerSourceFV will continue to build relationships within our community to provide services to the most in need.

(3) Integration of Services: Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management
information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

Career Center front-line staff use Employ Florida for tracking participant data and activities to include dual enrollment in multiple programs as appropriate. Staff are trained on the system and provided technical assistance on an ongoing basis. In addition, CareerSourceFV has trained a multitude of staff and volunteers from community partners, including training providers, county libraries, community centers, and food pantries on how to help job seekers register in Employ Florida and conduct a successful job search.

Career Center staff working with the WT and SNAP program participants use Florida’s One-Stop System Tracking (OSST).

The Business Services team uses the CRM, Salesforce, to record services provided to area businesses and to send satisfaction surveys to determine how they can improve.

CareerSourceFV staff invested in the document storage system “Content Central” for eligibility and other program documents and have electronic signature pads for the Career Centers to eliminate paper waste and duplication. This system is available, not only to the staff housed within the Career Centers but to the staff of all of the young adult programs as well. With this web-based system available, young adult staff do not have to travel to the closest Career Center to scan in required documentation and are able to communicate with MIS staff remotely, decreasing the cost of paper and travel time.

CareerSourceFV is discussing with its partners how they can use these systems to track and share information on mutual customers.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d)(2)(A)).

CareerSourceFV ceased operating the Career Centers on June 30th, 2016. While it was proven to be cost effective to maintain the operation of the Career Centers, it was believed by CareerSourceFV’s leadership team and BOD that the intent of the Opportunity Act is for the local workforce development board to be more strategic in nature and to contract for all direct services. Through an RFP process in Spring 2016, CareerSourceFV added a Career Center Operator. The contract was good for one year with the option to renew for an additional three years.

In November 2019 an announcement of a new Request for Proposal was posted which included Career Center Operator. Before the public announcement of the RFP, the Career Pathways Committee (a committee of the BOD) met with staff several times over a nine month period to review the services to be requested. Staff wrote a draft based on the recommendations of the Committee.

The process of competitive selection of a One-Stop Operator followed CareerSourceFV’s procurement policy:

   i. RFP List emailed of upcoming solicitation – November 12th, 2019. The RFP List is comprised of organizations or individuals who have demonstrated an interest in the RFP process or have requested to be included on the bidder’s list.
ii. Written and Legal Notices Posted – November 10th, 2019
iii. RFP Release – November 12th, 2019
iv. Bidders Workshop – December 3rd, 2019 (The workshop was video recorded and a link was posted on CareerSourceFV’s YouTube channel.)
v. RFP Inquiries due – February 3rd, 2020
vi. Receipt of Proposals – March 2nd, 2020
vii. Disbursements to Committees – March 2020
viii. Cost/Price Analysis prior to April 2020
ix. Career Pathways and Executive Committee Review – April 2020
x. Board approval – May 29th, 2020
xi. Contract start – July 1st, 2020

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

In TEGL 26-15, continuous improvement is expanded to increase additional efforts to deliver different types of services to different types of participants. The Opportunity Act emphasizes serving those individuals with barriers to employment and individuals more at-risk of not connecting to the labor market.

CareerSourceFV places an emphasis on serving: those re-entering the workforce (ex-offenders), individuals with disabilities, low-income (poverty and ALICE), long-term unemployed, homeless, veterans and individuals over the age of 50. These characteristics are given weights in determining OJT and CT reimbursement. CareerSourceFV conducts outreach to these individuals and provides specialized services.

CareerSourceFV, as a Social Security Administration’s Employer Network, is strengthening services to individuals with disabilities, including focused job fairs.

CareerSourceFV has embraced continuous improvement through training for staff. Quality is not one person’s job, it is an expectation of all members of the team from the President & CEO to the phone operator. Trainings on how to serve those most-in-need will continue to be provided to front-line staff on an ongoing basis, including motivational interviewing, customer service and trauma informed care. Training has been provided to the Business Services Team on how to have conversations with businesses on hiring individuals with barriers to employment who have the talent and skills businesses need.

CareerSourceFV will comply with all continuous improvement criteria and procedures authored by the Department of Labor, CareerSource Florida and the State of Florida’s Department of Economic Opportunity.
DESCRIPTION OF PROGRAM SERVICES

(1) System description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

CareerSourceFV’s workforce development system is centered on its three Career Centers and the Business Services Unit. Programs include but are not limited to:

- WIOA Adult
- WIOA Dislocated Worker
- WIOA Youth
- National Dislocated Workers Emergency Grants, previously known as National Emergency Grants (NEG)
- Wagner-Peyser State Grants
- Trade Adjustment Assistance (TAA)
- Supplemental Nutrition Assistance Program (SNAP)
- Welfare Transition Program (WTP)
- Community-Based Job Funding Grants
- H-1B Technical Skills Training Grants

The Opportunity Act provides an opportunity to realize a workforce development system that we have always envisioned. The Opportunity Act promotes program coordination and alignment of key employment, education, and training programs at the Federal, State and local levels. To this end, all core programs will be represented physically in the Career Centers. CareerSourceFV is working in collaboration with partners in Adult Basic Education, Vocational Rehabilitation, CTE, SCSEP, Community Services Block Grant, and the Division of Blind Services to provide an effective workforce system to job seekers and businesses.

CareerSourceFV also provides services through “Mini Career Links” (MCL’s) located strategically within the service area. These MCL’s provide limited workforce services to job seekers who have difficulty accessing the Career Centers.

CareerSourceFV’s Business Services Unit will continue to collaborate with business-focused staff from each of the Opportunity Act’s core partners as well as staff from other partner agencies engaged in business contact such as the chambers of commerce and economic development entities. CareerSourceFV will continue to partner and build on relationships to support the “in-demand” training needs of job seekers and businesses.

Several of the core partners have participated for a number of years on the BOD or its Committees. All of these connections and partnerships are focused on alignment of service strategies and on reducing duplication and confusion among businesses and jobseekers.
(2) **Sub-grants and contracts:** Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).

To ensure that CareerSourceFV receives the best possible services administered by the best qualified providers, a competitive process is used to award sub-grants and contracts in the local area for Opportunity Act funded activities.

Public notice is made prior or concurrent with the release of the RFP. A bidder’s list is maintained of all entities that have indicated an interest in providing workforce services in the LWDA. A notice indicating the service or activity being procured, date, time, location of the RFP release, etc., will be sent to all individuals on this list, all existing service providers and others as applicable.

All RFP’s shall be released with language which will include:

- Name and address of the administrative entity
- Name, address and phone number of persons(s) to contact regarding the solicitation.
- General description of the sub-grant program, including identification of the applicable Federal and State laws and regulations with which the selected contractor must comply, including the Workforce Innovation and Opportunity Act, USDOL Regulations 20 CFR Parts 626-631; and any appropriate CareerSource Florida or Department of Economic Opportunity issuances.
- The population to be served and minimum service levels to specific target groups
- A detailed description of the training and/or services to be provided
- The period of performance
- Applicable monitoring and reporting requirements, including, but not limited to, data entry, performance and financial reporting.
- Other services or requirements (e.g., responsibility for eligibility determination, CareerSourceFV’s policy on support payment, audit requirements and work statement requirements) that will affect proper budgeting by the bidder.
- Line item budget of proposed costs, including any profit to be realized and/or funds to be contributed
- Documentation to be supplied by the bidder to establish its programmatic and financial capability to perform the work.
- Requirements for preparation and submission of the proposal, due date and time, content and format, number of copies and location/person where the bid should be submitted.
- Process and procedures by which proposals will be evaluated for competitiveness, including identification of specific criteria which will be used.
- Description of the procedures for responding to bidder inquiries and a schedule for the receipt of proposals, approximate dates for review and award.
- Conditions under which the completed contract may be modified and extended for additional years, if applicable.
- Grievance procedures for contesting the procurement process.
- Affirmative action assurance that the bidder will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972,
as amended; and with all the applicable requirements imposed by or pursuant to regulations implementing those laws.

At CareerSourceFV’s discretion, procurement may be for either single or multi-year program proposals and contracts may be for a single year or multiple years. After the initial year of service provision, contracts may be extended up to three (3) additional years.

Bidders will be required to submit their qualifications to be a service provider. The provider, at a minimum, shall submit a brief description of the following: 1) organizational structure and experience; 2) financial system; 3) latest audit; 4) procurement procedures; 5) certificates of insurance; and, 6) internal monitoring procedures. A log will be maintained of all bidders that have requested and been sent an RFP.

A potential bidders’ workshop will be held after the RFP becomes publicly available. To maintain fair and open competition, a video recording of the entire workshop shall be posted on CareerSourceFV’s website and available to all entities interested. Amendments to solicitations will be accepted if submitted within the time frames of the original solicitation requirement. The closing submission date is clearly stated in the RFP. CareerSourceFV reserves the right to accept or reject any and all proposals received in response to the RFP. Obligation to the bidder is contingent upon the availability of grant funds. No legal liability on the part of CareerSourceFV for payment of any money shall arise unless and until funds are made available to CareerSourceFV for procurement. The bidders shall be responsible for all costs involved in the development of the proposal.

The intent of the evaluation process is to certify that each proposal received meets the basic submission requirements (Proposal Review Criteria) and to determine the quality of each proposal.

The evaluation process may be divided into the following major steps: 1) a general review of the proposals; 2) an evaluation of the vendor’s qualifications; 3) an evaluation of the technical aspects of the proposal; 4) an evaluation of the cost aspects of each proposal; and, 5) an evaluation of demonstrated performance, effectiveness, potential for meeting performance goals, costs, and quality of training.

In concert with CareerSourceFV and its Committees, the CareerSourceFV staff will conduct technical evaluations and review of the proposals received. Using the evaluation criteria contained in the RFP, the local CareerSourceFV staff will review all proposals that meet the submission requirements and will submit summary reports of all proposals received to the CareerSourceFV committee along with recommendations for contractors it deems best able to operate the program efficiently and effectively, with price and other factors considered. At its discretion the CareerSourceFV committees may conduct additional reviews or direct CareerSourceFV staff to obtain additional information.

After evaluation and recommendation of the proposals received by the Board Committee(s), the final selection of service providers will be made by CareerSourceFV BOD.

Final selections will primarily be based on, but not limited to, effectiveness, demonstrated performance, potential for meeting performance goals, costs, quality of training, participant characteristics, past workforce development experience and performance of the bidder and non-duplication of services.

Communication will be sent to each successful and unsuccessful bidder that contains CareerSourceFV decisions related to that procurement.
(3) **Expanding access to employment:** Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

The Opportunity Act fosters new opportunities for innovation and collaboration across Federal, State, and local agencies, private organizations, and businesses. The shift in VR, Division of Blind Services, CTE, CSBG, SECEP and Adult Education’s roles as core partners in the workforce development system will enhance service options and job choices for those we serve. CareerSourceFV will continue to meet with our core partners to:

- Implement the Opportunity Act with other core programs, including the design of the One-Stop Career Center System and the integrated performance accountability system
- Efficiently provide services
- Implement universal design principles into the workforce development system’s facilities and operations
- Establish partnerships with community rehabilitation service providers and businesses
- Review services, programs and partnerships of core Opportunity Act programs to reduce duplication of efforts, as well as gaps between programs
- Work collaboratively to ensure that disability navigators are cross trained with core partner processes
- Partner to communicate, strategize and execute agreed upon methods of meeting the needs of individuals with disabilities
- Identify opportunities to expand services/programs to meet ongoing needs of individuals with disabilities

CareerSourceFV procures for the provision of all career services, including business services, Career Center management and youth services. An emphasis is placed on serving those with barriers to employment in CareerSourceFV’s contracts.

“Work Ready” service recipients in CareerSourceFV’s Career Centers will be co-enrolled in Wagner-Peyser and the Opportunity Act as appropriate, and there is an increased emphasis in all CareerSourceFV’s service provider contracts on industry-recognized credentials that enhance movement along established career pathways.

(4) **Key Industry Sectors:** Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c)(1)(A)(v)).

Sector strategies aim to make fundamental changes in the labor market of the target industry and region such that economic outcomes are improved for both sector program participants and businesses in the industry. CareerSourceFV has embarked on an initiative at the behest of its BOD, to quantify and identify Flagler and Volusia Counties’ industry
sectors that are most poised for growth/expansion, require additional assistance to facilitate the creation of jobs, and are in line with our regional Economic Development partners’ targeted sectors for the purposes of expediting jobs growth within the area. CareerSourceFV’s sector strategies are designed to be highly responsive to current and future industry demands when compared to traditional job-matching and training services because each sector has been identified through an intensive data-driven process which is detailed below:

- Global sector/industry and occupation trends
- National and statewide sector/industry and job growth projections
- The LWDA’s sector/industry comparative advantages data and trends
- Regional SWOT analytic data
- Alignment with State and Local Economic Development Organizational sector strategies
- Local anecdotal evidence of sectors/industries’ initiatives facilitating growth

CareerSourceFV has engaged sectors by addressing the needs of businesses by focusing intensively on the workforce needs of a specific industry/sector over a sustained period, often concentrating on a specific occupation or set of occupations within that industry. CareerSourceFV has addressed the needs of workers by creating formal career paths to good jobs, reducing barriers to employment, and sustaining or increasing middle-class jobs. CareerSourceFV aims to bolster regional economic competitiveness by engaging economic development experts in workforce issues and aligning education, economic, and workforce development planning.

CareerSourceFV has identified the following sectors to target: Construction, Healthcare, Manufacturing, Business and Professional Services, Logistics and Distribution, Retail, and Leisure and Hospitality. In addition, CareerSourceFV has identified Information Technology as a targeted area, because while it falls in the larger Business and Professional Services sector, it has many growing occupations that cross over the earlier mentioned sectors.

CareerSourceFV has designed strategies to better align its resources and meet the training and employment needs of these key industries in the Flagler/Volusia area.

Identify area business needs: CareerSourceFV has defined “urgent, common needs” with the help of local businesses and industry consortiums. Data used to inform training and career decisions is typically based on historical trends and does not necessarily reflect what is on the horizon. While collecting data from businesses is difficult, it is paramount to better understanding future hiring needs, both in terms of numbers and skill sets. Unfortunately, private-sector engagement is typically the most difficult part of implementing industry-driven workforce strategies. Focusing on “urgent, common needs” and being responsive to specific business requirements can increase the odds of success. Obtaining better information on the supply side of the equation, including data on training and educational capacity, enrollments, and program completions must be part of the equation.

Align education and training: Recent data has highlighted a mismatch between business demands and job applicants’ skills, suggesting that workforce training needs to be more closely aligned with the skills and competencies required for employment. A recent “Talent Gap” survey showed that businesses were reporting difficulty finding workers with the right
skills to fill job openings. Building a sustainable labor force, one that can meet the needs of current and future businesses, begins by forming and strengthening relationships among a broad range of regional partners, including workforce and education professionals, economic development organizations, and the private sector. The ability of an LWDA to demonstrate the availability of skilled workers has become an increasingly essential component of a successful economic development strategy. As job markets continue to tighten and skill sets evolve more rapidly, improving the alignment between workforce initiatives and industry needs is a priority for CareerSourceFV. First and foremost, aligning workforce development with the needs of businesses helps ensure residents have the skills needed to gain and keep employment, potentially impacting the unemployment rate. Connecting businesses with qualified workers helps reduce hiring and turnover related costs, making their presence in the region more sustainable. CareerSourceFV is building on existing relationships to increase opportunities for collaboration.

Align Career and Business Services: Upgrading the skill levels of incumbent workers and removing barriers to employment for target populations, such as low-income adults, unemployed, or underemployed workers, offers significant benefits to both the worker and the business. These strategies are often the most challenging. For incumbent workers, opportunities for on-the-job training and professional development are often limited due to lack of funds and/or the inability to take time away from the job. At the same time, technological changes make it more important for employed or dislocated workers to keep their skills current. For those with barriers to employment, the problems include skills deficiencies as well as wider challenges such as lack of access to childcare and transportation. The most successful efforts, like career pathways initiatives, are often organized around specific industries or occupations. Career pathways provide a series of linked education and training programs that lead to a clearly defined credential, allowing students and incumbent workers to advance within a given occupation or industry.

Focus on Continuous Improvement: Continuous improvement is a key value of CareerSourceFV. CareerSourceFV's sector initiatives build on a continuous effort to obtain essential business feedback so the entire workforce network can be responsive to their talent needs. The need for market-relevant business intelligence remains important due to rapid economic and competitive changes that directly correlate to a skilled talent pipeline.

(5) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:

A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);

CareerSourceFV selected its sector focus based upon the growth rate of the industries in the Deltona-Daytona Beach-Ormond Beach MSA.

These sectors are (with the last five-year growth rate):
- Manufacturing with a growth rate of 4.8% with a focus on medical where the local multiplier is 2.
- Construction with a growth rate of 7.2%
- Healthcare with a projected growth rate of 1.9%
- Business and Professional Services with a growth rate of 6.2%

In addition to these sectors that are aligned with our counties’ sector industries, the BOD of CareerSourceFV selected:
- Retail with a growth rate of 2.5%
- Hospitality with a projected growth rate of 4.1%

While these two sectors do not necessarily have a high wage, both sectors are important to the economy of Volusia and Flagler Counties and create opportunities for that portion of our workforce who are first time job entrants to learn the necessary foundational skills needed in their future career pathways.

JobsEQ is the source of data.
In April 2017, CareerSource Florida, as part of their sector strategy initiatives, provided the following information on projected growth of our industries:

### Industry Size and Growth

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Jobs</th>
<th>2022 Jobs</th>
<th>Growth</th>
<th>% Growth</th>
<th>2017 Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture, natural resources, and mining</td>
<td>2,449</td>
<td>2,180</td>
<td>(254)</td>
<td>(10%)</td>
<td>$21,149</td>
</tr>
<tr>
<td>Construction</td>
<td>14,088</td>
<td>14,590</td>
<td>511</td>
<td>4%</td>
<td>$36,291</td>
</tr>
<tr>
<td>Education and health services</td>
<td>39,016</td>
<td>43,179</td>
<td>4,164</td>
<td>10.7%</td>
<td>$42,738</td>
</tr>
<tr>
<td>Financial activities</td>
<td>9,935</td>
<td>10,444</td>
<td>509</td>
<td>5%</td>
<td>$42,549</td>
</tr>
<tr>
<td>Government</td>
<td>25,057</td>
<td>23,021</td>
<td>(1,036)</td>
<td>(6%)</td>
<td>$42,889</td>
</tr>
<tr>
<td>Information</td>
<td>2,667</td>
<td>2,195</td>
<td>(472)</td>
<td>(18%)</td>
<td>$42,285</td>
</tr>
<tr>
<td>Leisure and hospitality</td>
<td>31,058</td>
<td>34,779</td>
<td>3,721</td>
<td>12%</td>
<td>$18,901</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>11,263</td>
<td>12,576</td>
<td>1,314</td>
<td>12%</td>
<td>$48,049</td>
</tr>
<tr>
<td>Other services</td>
<td>10,941</td>
<td>11,221</td>
<td>280</td>
<td>3%</td>
<td>$20,716</td>
</tr>
<tr>
<td>Professional and business services</td>
<td>24,497</td>
<td>27,359</td>
<td>2,862</td>
<td>12%</td>
<td>$37,392</td>
</tr>
<tr>
<td>Trade, transportation, and utilities</td>
<td>37,272</td>
<td>38,622</td>
<td>1,350</td>
<td>4%</td>
<td>$31,105</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>208,254</strong></td>
<td><strong>220,982</strong></td>
<td><strong>12,728</strong></td>
<td><strong>6%</strong></td>
<td><strong>$35,276</strong></td>
</tr>
</tbody>
</table>
B. **Describe how sector strategies are founded on a shared/regional vision;**

CareerSourceFV’s sectors were selected by its BOD and Business Development Committee. At the table were the economic development organizations, public and private, from Flagler and Volusia Counties. CareerSourceFV, CareerSource Brevard and CareerSource Central Florida collaborate on strategies and services on behalf of our businesses and workforce.

C. **Describe how the local area ensures that the sector strategies are driven by industry;**

Since the selection of our focused industries, CareerSourceFV has been inviting representatives of these sectors to become active members in either CareerSourceFV BOD or Committees. Along with educational providers (secondary and post-secondary) we participate with local business associations to learn of current needs.

With the receipt of the survey results from DEO in February 2018, CareerSourceFV hosted industry focus groups that led to the development of the Alliance4, bringing together businesses, education partners (both secondary and post-secondary), economic development and workforce.

D. **Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;**

CareerSourceFV leadership team and contracted providers have implemented sector-based training for all personnel of its CareerSource System. Each staff member has been exposed to the resources available to share with their customers, including relevant and meaningful labor market information.

CareerSourceFV’s sector strategies, driven by CareerSourceFV’s BOD and committees, has led to the prioritization of CareerSourceFV’s investment in sector-based training.

E. **Describe how the local area transforms services delivered to job-seekers/workers and employers through sector strategies:** and

Industry partnerships are a key component for meeting the skills needs of businesses, the career goals of customers, and the economic development goals of the various economic development entities in the LWDA. CareerSourceFV has earned exposure through strong partnerships with economic development organizations, local government, industry-specific organizations and chambers of commerce. CareerSourceFV has become the data purveyor of business intelligence for local media and other partners. This is due in part to aggressive networking, active participation on chamber of commerce events and engagement of local municipalities. CareerSourceFV brings added value to the table when it can provide specific data not available elsewhere.

CareerSourceFV will continue to increase the number of individuals trained by businesses that access OJT and CT training assistance by use of outreach through chambers of commerce, participation in local business forums, chamber and business association newsletter blurbs, presentations to business groups, coordination with local economic development partners and direct visits.
CareerSourceFV will continue to increase workforce awareness via visibility at target industry specific events and participate in local economic development presentations.

F. Describe how the local area measures, improves and sustains sector strategies.
CareerSourceFV’s leadership team will continue to work along with CareerSource Florida in measuring, improving and sustaining sector strategies through active participation on CareerSource Florida’s Sector Strategy Steering Committee and following CareerSource Florida’s sector strategy policy.

CareerSourceFV will continually review labor market data to determine local business need. For example, upon receipt of the data gathered though the Bureau of Labor Market Statistics, CareerSourceFV will convene industry sector focus groups to validate the data, determine need, and design solutions.

(6) In-demand training: Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

CareerSourceFV’s leadership will work with the BOD and its Committees to create strategies to ensure training provided, whether through short-term training, OJT’s, or CT’s, will be largely provided to businesses within the targeted sub-sectors identified by the BOD.

Consistent with CareerSource Florida’s goal of using data to drive decisions, CareerSourceFV will enhance its analysis of training placement results, graduation rates and LMI information to focus more sharply on sector approaches that produce both short and long-term employment outcomes, including better information on which training providers produce the best trained graduates and maximize the investment of efforts and dollars spent.

The Opportunity Act allows for more focus and emphasis on combining focused skills training with work-based learning that enables individuals to not only receive hands-on experience, but also allows them to earn while they learn.

(7) Employer Engagement: Describe strategies and services used in the local area to:
A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
B. Support a local workforce development system that meets the needs of businesses in the local area;
C. Better coordinate workforce development programs and economic development; and
D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).
CareerSourceFV will coordinate outreach to the businesses and promote the services available to them. Through outreach materials and targeted on-site visits, businesses will be apprised of the availability of OJT and CT options. Business Service Representatives will enter the results of their interactions with the businesses into the CRM (Salesforce) and be able to provide a “snapshot” of business needs. The Business Services Representatives have been trained specifically on how to assess businesses’ current and future needs. The information gathered is provided to the CareerSourceFV Business Development Committee.

CareerSourceFV has representation on many industry organizations, such as the Volusia Manufacturers Association, Volusia Building Industry Association, Flagler Home Builders Association and the Lodging & Hospitality Association.

Economic Development Organizations (EDO) representatives are integral members of CareerSourceFV’s BOD and Committees and are valued consultants. CareerSourceFV’s Business Services Representatives have regular communication with EDOs and practitioners in order to listen and share information through quarterly meetings. CareerSourceFV will continue to strengthen communication with its economic development partners and continue to share the intelligence it gains from them with training partners.

DEO staff are located in the Career Centers and, among other tasks, assist customers as they file Unemployment Insurance Claims. CareerSourceFV recognizes that being unemployed is very overwhelming to customers. There are dedicated banks of computers in each of the Career Centers to facilitate filing claims, looking for work, and updating resumes. Knowledgeable DEO staff are available to work with claimants to advise them of available services and help them on their way back to self-sufficiency.

(8) Priority for Services: Describe local policies and procedures are established to prioritize recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

CareerSourceFV has a process in place to ensure priority of service to recipients of public assistance, other low-income individuals, and individuals who are basic-skills deficient for individualized career and training services in the adult program.

The priority of service is as follows:

1. 1st Priority—Covered persons (veterans and eligible spouses) who are:
   - Low income (as defined by WIOA Sec. 3(36), or
   - Recipients of public assistance, or
   - Who are basic skill deficient.
2. 2nd Priority—Individuals (non-covered persons) who are:
   - Low income (as defined by WIOA Sec. 3(36), or
   - Recipients of public assistance, or
   - Who are basic skill deficient.
3. 3rd Priority—Veterans and eligible spouses who are:
   - Not low income
4. **4th Priority**—Individuals (non-covered persons) who do not meet the above priorities may be enrolled. The individuals are:

- Not veterans or eligible spouses, and
- Not low income
- Not recipients of public assistance, or
- Are not basic skill deficient.

During the WIOA enrollment process, the WIOA Customer Service Advocate (CSA) will determine and enter a detailed case note that will state the customer’s Priority of Service level and will list the factors that support the determination.

Determination of low income as defined by WIOA Sec 3(36) or the receipt of public assistance will be verified by the MIS Specialist during the customers WIOA application certification process. The MIS Specialist will include low income determination and/or the receipt of public assistance in the WIOA application certification case note.

All CareerSourceFV customers who desire WIOA training are given the test during pre-training assessment. Customers who score below the 8th grade will be determined as basic skills deficient. These scores will be entered into the assessment section of Employ Florida and a detailed case note will be entered.

Priority of Service will be covered in the training of all new CareerSourceFV staff. It will also be reinforced in various staff development trainings, and CareerSourceFV has both a policy and a procedure that staff can reference.

(9) **Training Services:** Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).

CareerSourceFV BOD and leadership team have implemented strategies that ensure that emphasis is placed on assisting businesses within the targeted industry sectors and on occupations within those sectors that are showing the most growth. Heavier investment is made in training for our selected industries, in short-term training and OJT.

CareerSourceFV will continue to review the Local Targeted Occupation List used for ITA’s at least annually and compare annual openings, supply gaps, and students currently in the training pipeline and adjust the local Training Matrix accordingly.

Consistent with the Opportunity Act’s emphasis on business engagement and input on training program design, CareerSourceFV ensures that businesses are involved with our education partners in the development of short-term training programs that focus on currently needed skill sets and that can result in post-training hiring commitments. CareerSourceFV will continue to use contracts for delivery of On-the-Job Training (OJT) Customized Training (CT) and Work-Based learning.
The Opportunity Act also allows for more focus and emphasis on combining focused skills training with work-based learning which enables individuals to not only receive hands-on experience but which also allows them to earn while they learn. CareerSourceFV will place renewed focus on providing work-based training opportunities through transitional jobs and OJTs.

CareerSourceFV may explore the use of contract training to be able to provide quick or “just-in-time” training in situations where a business needs trained people quickly and no current curriculum exists among our approved training providers.

(10) Customer choice process: Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

CareerSourceFV fully endorses the concept of customer choice. Each person makes the best decision for them, based upon past experiences and information available. Customer choice involves arming the customer with enough information to make a training choice based, not on some vague idea of what they think they want to do, but on what they are best suited for, where their aptitudes lie, what occupations are sought after in the LWDA, and what transferrable skills they already possess which would, with minimal training, result in a quick rise to self-sufficiency and a satisfying career path.

Customer choice involves arming the customer with enough information to make a training choice based, not on some vague idea of what they think they want to do, but on what they are best suited for, where their aptitudes lie, what occupations are sought after in the LWDA, and what transferrable skills they already possess which would, with minimal training, result in a quick rise to self-sufficiency and a satisfying career path.

CareerSourceFV will provide customers with data which will allow them to make educated decisions while they explore possible career directions of most interest to them. CareerSourceFV will ensure customer choice by encouraging customers to build on their transferrable skills and invest in their future by providing them with local labor market information about higher-paying employment opportunities, showing them current job openings and guiding them to the training resources that will prepare them for better jobs.

CareerSourceFV has a number of assessment tools that help the customers determine their strengths and what careers would suit them best. This information, paired with current information about what local businesses need, will enable the customer to make an educated choice as they consider their career options.

(11) Individual training accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b)(19)).

A. Describe any ITA limitations established by the board;
B. Describe any exceptions to the use of ITAs.

Training services in the form of ITAs will be made available to customers who, after an interview, evaluation, or assessment and career planning, have been determined to be in need of training services and to have the skills and qualifications to successfully complete the selected training program.

The customer will select a program of training that is directly linked to employment and chosen from CareerSourceFV’s Training Matrix. The leadership team reviews the Training Matrix at least annually to ensure that programs on the matrix continue to be relevant in the LWDA and that there are not too many students in training for too few jobs available. The ITA financial cap will be evaluated as necessary and will take into account available funding and the cost of programs on the Training Matrix.
In the event of special circumstances as provided under Sec. 663.430, CareerSourceFV’s President & CEO may authorize services to be provided to special populations that face multiple barriers to employment including low-income individuals that are included in one or more of the following categories:

1. Individuals with substantial language or cultural barriers
2. Offenders/ Ex-offenders
3. Homeless individuals
4. Other hard-to-serve populations as defined by the Governor

If CareerSourceFV determines that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization (CBO) or another private organization to serve special participant populations that face multiple barriers to employment, CareerSourceFV will develop criteria to be used in determining demonstrated effectiveness; particularly, as it applies to the special participant population to be served.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)).

In January 2020, CareerSource Florida published the study, conducted by Cambridge Systematics, “The Gig Economy and Florida’s Workforce System. The study points out that “The future labor market will look different than it does today. Occupations and workforce skills are likely to continue to evolve to meet changing technologies, products, platforms and customer needs—likely in ways that are challenging to imagine today.

The number one skill we can teach to our workforce is the capacity for lifelong learning, to remain “coachable” as we do today evolves on how we will do it tomorrow.

Entrepreneurship is a key driver of the economy. A high majority of jobs are created by small businesses started by entrepreneurially minded individuals, many of whom go on to create successful businesses. People exposed to entrepreneurship frequently express that they have more opportunity to exercise creative freedoms, higher self-esteem, and a greater sense of control over their own lives.

CareerSourceFV has participated in, or is planning, various Microenterprise and Entrepreneurial Training activities described below:

- Entrepreneurial Mindset: Leadership of CareerSourceFV learned of ELI (the entrepreneurial learning initiative) Mindset in March 2019 at the National Association of Workforce Board’s annual Forum. We provided the opportunity for staff and local community leaders to become facilitators in this initiative. These community leaders, involved in providing entrepreneurial training, include:
  - Bethune Cookman University
  - Stetson University
  - Flagler Technical Institute
  - Early Learning Coalition
  - Spring Hill Community Resources
o Local businesses
o And others, including our largest mental health provider

Each of these entities is either directly or indirectly providing entrepreneurial training for their students and/or the staff. CareerSourceFV has initiated training of front-line staff in the ELI mindset, so that they in turn can work with their clients with these skills. Future plans include creating workshops for job seekers and employees.

• Support initiatives: CareerSourceFV is actively involved in a variety of local entrepreneurial programs. Our role in all of these programs is entirely supportive. We assist with promotion, recruitment, facilitation, hosting, presenting, etc. We do whatever is needed to ensure the success. Examples of the current initiatives include: Innovate Daytona and Accelerate, two local organizations that provide Trep Training and coordinate events, such as Startup Weekend, Elevate Daytona, 1 Million Cups, and various community presentations.

• Makerspace (Hackerspace): CareerSourceFV has collaborated with area chambers of commerce, educational entities and EDOs on creating an innovative community through support of Makers. This can include anything from a physical place where local aspiring entrepreneurs and tinkerers can develop prototypes of their idea to Maker Faires, where makers not only sell their product, they also demonstrate how they make their product.

• Entrepreneurial skills assessments: This initiative involves the implementation of tests to measure a person’s disposition to be an entrepreneur. The idea is to identify these individuals and steer them to other entrepreneurial training programs. To be valuable to the customer, this initiative must exist in combination with actual entrepreneurial training opportunities.

• Youth Entrepreneurship Program: This program could be a mixture of any program/initiative mentioned above, but specifically developed for youth. One of the barriers to this initiative is the inability to add entrepreneurial training to the CAPE List.

(13) Enhancing Apprenticeships: Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida DEO and other partners, including educational partners. Describe how job seekers are made aware of apprenticeship opportunities (TEGL 3-15).

As businesses continue to face obstacles attracting and retaining workers with the right skills, CareerSourceFV’s challenge is to identify effective workforce solutions and collaborative approaches that benefit both job seeker and business customers. Registered Apprenticeship programs are a proven strategy for developing a talent pipeline of qualified workers for businesses and industries and are created and sustained through strong partnerships.

The Opportunity Act promotes increased use of work-based learning. The apprenticeship model engages a variety of key stakeholders to provide a coordinated response to regional workforce needs. The foundation of apprenticeship is deep industry engagement that can further the CareerSourceFV’s efforts to support regional economics.
The workforce system can use apprenticeship to directly connect job seekers to a career pathway and increase their skill sets. Apprenticeship is an effective work-based learning strategy that creates pathways to career advancement and higher wages. It can also help the workforce system increase access to successful career on-ramps for targeted worker populations, such as disadvantaged youth, veterans, and women in non-traditional fields. Apprenticeships can be a catalyst for strengthening partnerships between the workforce and education systems – creating a seamless path that combines learning and skills attainment from the K-12 system to postsecondary education.

CareerSourceFV will continue to partner with local area apprenticeships such as the International Brotherhood of Electrical Workers’ (IBEW) Joint Electrical Apprenticeship and business-run licensed local apprenticeships by providing Customized Training initiatives geared towards assisting apprentices with training costs to promote apprenticeship as a viable work-based learning opportunity.

CareerSourceFV has met with area businesses to explore the need or desire for registered apprenticeship programs in the area. The businesses did not respond initially with great support for the concept. Rather instead, they are focused on stackable credentials. CareerSourceFV will continue these types of discussions and explore ways to meet the hiring needs of local businesses either through apprenticeships or credentials. CareerSourceFV will assess the workforce landscape to identify how apprenticeships may be used as an effective strategy by exploring the answers to questions like these:

- What does labor market data say about industries that are growing in the region and in need of skilled workers?
- What supply and demand gaps exist for workers in growing occupations, particularly in occupations that require credentials?
- Are there local businesses who are finding it difficult to find workers with the right skills?
- Are there occupations in the LWDA where a highly-skilled workforce is retiring soon?

The resulting analysis of the answers to questions such as these will help CareerSourceFV identify opportunities for apprenticeship to be used as a strategy to develop a talent pipeline of skilled workers.

(14) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board’s vision and strategic goals described in Section III WIOA §134(c).

CareerSourceFV uses three key tools to address the skill needs of local businesses and close the existing skill gaps of the local incumbent, underemployed and unemployed population: Customized Training (CT), On-the-Job Training (OJT) programs, and short-term training for certifications and/or credentials.

The CT program provides opportunities for businesses to train existing employees, which allow companies to achieve greater employee retention, maximize productivity and market competitiveness. The training strategy is designed to assist individuals in need of services in order to retain their employment and to keep their skills relevant. The training may be provided to a single employee or a group of employees.
The OJT Program provides local businesses with qualified job seekers. The company is required to provide on-the-job training in a full-time salaried or hourly position. The company is encouraged to retain the employee, if the employee is meeting the minimum performance standards required for the position. The program may pay up to 50% of the employee’s full-time salary or hourly rate for a standard OJT period, to be determined by the staff based on salary and standard time for OJT for the position. One of CareerSourceFV’s sector initiatives is to prioritize identified industries to allow OJT contracts to be “weighted” and funded according to whether the business is in a targeted sector, the size of the business, and in favor of jobseekers with significant barriers to employment.

Short-term training, provided through local educational entities, is designed to meet local businesses’ immediate needs. Many of these credentials/certifications are not credit earning, so the training does not count toward the ITA calculations.

(15) Service Provider Continuous Improvement: Describe the local board’s efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job-seekers (WIOA §108(b)(6)(A)).

Every system, program or project has a provision for continuous improvement. Continuous improvement leads to more efficiency, less cost, customer and employee satisfaction, and increased productivity.

CareerSourceFV will ensure continuous improvement by tracking participant progress, reviewing, at least annually, performance data contained in the CRS Master File to evaluate program effectiveness, and partnering with training providers to develop appropriate employment skills. Approved training providers will provide training consistent with locally approved and in-demand occupational areas. CareerSourceFV will review placement and retention outcomes for students funded through the Opportunity Act. Those institutions and/or programs whose graduates do not attain and/or retain job placements at self-sufficient salaries on a consistent basis will be removed from the approved list per local policy criteria developed by CareerSourceFV.

Performance for contracted service providers is monitored, with a portion of the contracts being performance based as an incentive for good performance.

(16) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c)(1)).

A. Define the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.” Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290).
B. Define “requires additional assistance.” Describe how the local board defines the term “requires additional assistance” used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).

The existing youth providers’ contracts incorporate the fourteen Opportunity Act program elements. Individual Service Strategies will be required to include a combination of basic skills upgrade/GED preparation; work experience related to career goals; occupational skills training in areas for which there is career advancement potential; and job placement assistance, in addition to opportunities such as leadership training, financial literacy skills, and connection with mentors. CareerSourceFV monitoring includes a review of their (provider) responsibilities.

CareerSourceFV defines “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in their family, or in society” as: A youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or basic skills deficient.

“Requires additional assistance” is defined as all youth, including youth with a disability, who meet the criteria in either section below:

1. In-School Youth AND
   - Has poor attendance patterns in an educational program during the last 12 calendar months; or
   - Has been expelled from school within the last 12 calendar months; or
   - Has been suspended from school at least within the last 12 calendar months; or
   - Has below average grades; or
   - Has previously been placed in out-of-home care (foster care, group home or kinship care) for more than six months between the ages of 14-21; or
   - Has a currently incarcerated parents/guardian

2. Out-of-School Youth AND
   - Has dropped out of a post-secondary educational program during the past 12 calendar months; or
   - Has a poor work history, to include no work history, or has been fired from a job in the last 6 calendar months; or
   - Has previously been placed in out-of-home care (foster care, group home, or kinship care) for more than 6 months between the ages of 16-21; or
   - Currently has incarcerated parent(s)/guardian.
Infrastructure Funding Agreement and Memorandum of Understanding

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

and

Florida's Division of Blind Services

IA-917

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by Florida's Division of Blind Services (Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Partner is as follows:

Name/Title: Robert Doyle III, Director
Telephone: 850.245.0331
Email: Robert.Doyle@dbs.fldoe.org

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

IA-917
CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.

The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval annual budget allocations for the operation of the CareerSourceFV Career Centers.

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

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV’s board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV’s board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV’s board of directors and committees, and
- Oversee negotiations and maintenance of MOUs with the One-Stop Partners.

The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV’s policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV’s board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate partner, program and CareerSourceFV’s network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs or changes in employee status,
Identifying and facilitating the timely resolution of complaints, problems and other issues,
Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures
Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

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

Partner

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

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

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

IV. REFERRALS

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

Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSourceFV network.
Development materials summarizing their program requirements and making them available for partners and customers,
Develop and use common intake, eligibility determination, assessment, and registration forms where feasible,
✓ Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,

✓ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,

✓ Commit to robust and ongoing communication required for an effective referral process, and

✓ Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSourceFV’s network and all Partner agencies is essential to meeting the requirements of the CareerSourceFV’s network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSourceFV’s comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

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

✓ Specific steps to be taken by each partner,

✓ An outreach plan to the region’s human resources professionals,

✓ An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,

✓ Sector strategies and career pathways

✓ Connections to registered apprenticeships

✓ A plan for messaging to internal audiences

✓ Regular use of social media

✓ Clear objectives and expected outcomes, and

✓ Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

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

✓ Establishes and maintains CareerSourceFV’s workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,

✓ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program’s effectiveness),

✓ Reduces duplication by establishing data sharing as it relates to participant records for outcome information,

✓ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSourceFV’s One-Stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Office Supplies</td>
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<td>137,000</td>
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<tr>
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<tr>
<td>Staff Development</td>
<td>25,000</td>
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<td>Utilities</td>
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FTE 58
Cost per FTE 10,633.05
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CareerSourceFV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:
 a) To remedy the imbalance on non-physically represented Partners, and
 b) To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION

Below is the partner contribution costs:

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Based upon trends in the previous two program years, it is estimated in program year 17-18 that the Partner’s target population of sight impaired/blind job seekers, will equal 0.8% of the total registrants served.

0.8% x 10,633 = $81.06

To cover these costs, the Partner will provide training to CareerSourceFV provider staff in adaptive technology and transition.

In addition, the Partner will train identified points of contact in CareerSourceFV’s comprehensive center on assisting potentially eligible individuals to complete the online application for Partner services.

All CareerSourceFV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner’s contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs’ authorizing laws and regulations and the Uniform Guidance.

X. TERM

IA-917
The Term of this MOU shall commence on the date last executed by both parties, whichever is later, through June 30, 2020 with three one-year renewals, unless otherwise terminated by either party. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice. Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

XI. AMENDMENTS AND MODIFICATIONS

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

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

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

XV. DISPUTE AND IMPASSE RESOLUTION

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

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

SIGNATURES

This Agreement is subject to and incorporates the following:

a) Attachment I
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Contractor: CareerSource Flagler Volusia

By: [Signature]

Name: Robin R. King

Title: CEO

Date: 2/8/2019

Approved by Partner: Florida Department of Education

By: [Signature]

Name: Robert Doyle

Title: Director for Division of Blind Services

Date: 6/11/2019

Florida Department of Education

By: [Signature]

Name: Richard Corcoran

Title: Commissioner of Education

Date: 6/21/19

IA-917
Infrastructure Funding Agreement and Memorandum of Understanding

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

and

Florida’s Division of Blind Services

IA-917

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by Florida’s Division of Blind Services (Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Partner is as follows:

Name/Title: Robert Doyle III, Director
Telephone: 850.245.0331
Email: Robert.Doyle@dbs.fldoe.org

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

IA-917
CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.

The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval annual budget allocations for the operation of the CareerSourceFV Career Centers.

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

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV's board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV's board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV’s board of directors and committees, and
Oversee negotiations and maintenance of MOUs with the One-Stop Partners.

The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV’s policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV’s board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate partner, program and CareerSourceFV’s network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs
  or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and
  other issues,
- Collaborating with CareerSourceFV on efforts designed to ensure the meeting
  of program performance measures
- Ensuring open communication with the contracted providers and Partners in
  order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes
to CareerSourceFV based on findings.

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

Partner

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

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

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

IV. REFERRALS

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

- Familiarize themselves with the basic eligibility and participation requirements, as well
  as with the available services and benefits offered, for each of the Partner programs
  represented in the CareerSourceFV network.
- Development materials summarizing their program requirements and making them
  available for partners and customers,
- Develop and use common intake, eligibility determination, assessment, and
  registration forms where feasible,
• Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
• Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
• Commit to robust and ongoing communication required for an effective referral process, and
• Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSourceFV’s network and all Partner agencies is essential to meeting the requirements of the CareerSourceFV’s network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSourceFV’s comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

CareerSourceFV and its Partners will develop and implement a strategic outreach plan that may include, but it not limited to:
• Specific steps to be taken by each partner,
• An outreach plan to the region’s human resources professionals,
• An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,
• Sector strategies and career pathways
• Connections to registered apprenticeships
• A plan for messaging to internal audiences
• Regular use of social media
• Clear objectives and expected outcomes, and
• Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

The goal of the operating budget is to develop a funding mechanism that:
• Establishes and maintains CareerSourceFV’s workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,
• Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program’s effectiveness),
• Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
• Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSourceFV's One-Stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

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<td>4,500</td>
</tr>
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<td>Equipment</td>
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X. TERM

IA-917
The Term of this MOU shall commence on the date last executed by both parties, whichever is later, through June 30, 2020 with three one-year renewals, unless otherwise terminated by either party. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice. Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

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

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XV. DISPUTE AND IMPASSE RESOLUTION

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

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
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If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

SIGNATURES

This Agreement is subject to and incorporates the following:

a) Attachment I
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Contractor: CareerSource Flagler Volusia
By: [Signature]
Name: Robin R. King
Title: CEO
Date: 2/8/2019

Approved by Partner: Florida Department of Education
By: [Signature]
Name: Robert Doyle
Title: Director for Division of Blind Services
Date: 6/11/2019

Florida Department of Education
By: [Signature]
Name: Richard Corcoran
Title: Commissioner of Education
Date: 6/21/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
DAYTONA STATE COLLEGE
AMENDMENT NO. 1

Memorandum of Understanding (MOU) entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSourceFV") and Daytona State College ("Contractor") on January 29, 2018, is hereby amended as follows:

1. Section X., Term, first paragraph, is hereby amended to now read:
   This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VII., Budget, is hereby amended to now read:
   Costs of the Infrastructure of One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Section IX., Contractor Contribution, is hereby amended to now read:
   Costs of Contractor Contribution will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

4. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA

BY: ________

Robin King, President/CEO

DATE: 1/25/19

DAYTONA STATE COLLEGE

BY: ________

Dr. Thomas LoBasso, President

DATE: 1/22/19
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
AMENDMENT NO. 1

Memorandum of Understanding (MOU) entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSourceFV") and The National Caucus and Center on Black Aging, Inc. ("Partner") on November 14, 2017, is hereby amended as follows:

1. Section X., Term, first paragraph, is hereby amended to now read:
   This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VII., Budget, is hereby amended to now read:
   Costs of the Infrastructure on One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Section IX., Partner Contribution, is hereby amended to now read:
   Costs of Partner Contribution will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

4. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA

BY: [Signature]

Robin King, President/CEO

DATE: 1/17/2019

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.

BY: [Signature]

Pauline Mills, State Program Coordinator

DATE: 1/17/2019
Attachment A

Infrastructure Funding Agreement and Memorandum of Understanding

By and between Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia and The National Caucus and Center on Black Aging, Inc.

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by and between National Caucus & Center on Black Aging, Inc. (NCBA Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Partner is as follows:

Name/Title: Pauline Mills, State Program Coordinator
Telephone: 850.623.3046
Email: pmills@myncba.com

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.
The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval of annual budget allocations for the operation of the CareerSourceFV Career Centers.

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

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV’s board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV’s board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV’s board of directors and committees, and

- Oversee negotiations and maintenance of MOUs with the One-Stop Partners.
The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV's policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV's board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate partner, program and CareerSourceFV's network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other issues,
- Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures
- Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

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

Partner

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

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

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

IV. REFERRALS

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSourceFV network.
- Development materials summarizing their program requirements and making them available for partners and customers,
- Develop and use common intake, eligibility determination, assessment, and registration forms where feasible,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assure that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

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

VI. OUTREACH

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

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

VII. BUDGET

The goal of the operating budget is to develop a funding mechanism that:
Establishes and maintains CareerSourceFV's workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,

- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSourceFV's One-Stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Memberships&amp;Subscriptions</td>
<td>400</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
</tr>
<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytonia Beach</td>
<td>111,240</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>71,010</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>146,122</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>582,989</strong></td>
</tr>
</tbody>
</table>

FTE 56
Cost per FTE 10,411
VIII. COST ALLOCATION METHODOLOGY
All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSourceFV network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. NCBA, as a required partner, will contribute to the cost of infrastructure and certain additional services.
CareerSourceFV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:
a) To remedy the imbalance on non-physically represented Partners, and
b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION

Below are the partner contribution costs:

<table>
<thead>
<tr>
<th>1 FTE</th>
<th>Flat Fee 10,411</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial FTE</td>
<td>Will be prorated based on the 10,411 For example, 1 day per week = 20% or 2082.00</td>
</tr>
<tr>
<td>% of Registrants</td>
<td>Will be a percentage of the flat fee based on the 10,411 For example, 20% of estimated job seekers served fits partner's target group = 2,082.00</td>
</tr>
</tbody>
</table>

Based upon trends in the previous two program years, it is estimated in program year 18-19 that CareerSourceFV will serve 18,684.

Based upon trends in the previous two program years, it is estimated in program year 18-19 that the Partner's target population of job seekers aged 55 and older, will equal 20% of the total registrants served.

20% x $10,411 = $2,082.00

In addition, the Partner will be provided space in CareerSourceFV's Comprehensive Center at a value of $5,210 per year (20 hours a week).

In place of paying a portion of the infrastructure costs, the Partner will provide at least 2 part-time Senior Community Service Employment Program training participants at a value of no less than $7,292.00.

All CareerSourceFV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are
based on the proportionate use and relative benefit received, consistent with the Partner programs’ authorizing laws and regulations and the Uniform Guidance.

X. TERM

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory through June 30, 2020, and may be renewed for one-year terms upon written concurrence between the parties. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

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

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

The accountability and responsibility for the Career Center system’s organizational activity and accomplishments will be with CareerSourceFV. Pursuant to the Act, CareerSourceFV shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSourceFV’s Grievance/Complaint and Hearing/Appeal Procedures.
PARTNER TERMS AND CONDITIONS

I General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (herein referred to as “Partners”) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties provides access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CareerSource Flagler Volusia (CareerSourceFV) and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Partners will be required to provide services through this system.

II Role and Responsibilities of Partners

The Partners to this agreement will work closely together to ensure that all CareerSourceFV Career Centers are high-performing work places with staff who will ensure quality of service.

I All Partners to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression, and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99),
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

III Seamless Workforce System
Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop Operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participating in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Partners shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made of subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Partners relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any partner for purposes described herein shall remain the property of the purchaser after the termination of this agreement.
- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those law, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

Monitoring

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

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

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

V  
Non-Discrimination and Equal Opportunity

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

The Partners specifically agree that they will comply with section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 37 and 38.

VI  
Indemnification

All Partners to the MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each partner to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other partner, State, or non-State, for the consequences of any act or omission of any third partner. The Partners acknowledge CareerSourceFV and the One-Stop Operator have no responsibility and/or liability for any actions of the Career Center employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any actions of CareerSourceFV or the One-Stop Operator.
VII Severability
If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

VIII Clear Air Act and Environmental Protection
All Partners will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

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

X Complaints and Grievances
All Partners will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV’s policies.

XI Certification Regarding Lobbying
All Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Partners shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XII Debarment and Suspension
All Partners shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XIII Priority of Service
All Partners certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XIV Buy American Provision
Each Partner that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq) certified that it will comply with Sections 8301 through

XV Salary Compensation and Bonus Limitation

Each Partner certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XVI Non-Assignment

Except as otherwise indicated herein, no Partner may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Partners.

XVII Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Partners shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XVIII Methods of Internal Referral

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

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner’s programs represented in the local American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers, provide a paragraph regarding a description of services with website link to organization/entity to be placed on CSP website for ease and consistency of referrals,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
• Commit to actively follow up on the results of referrals and ensuring that Partner resources are being leveraged at an optimal level.

XIX  Data Sharing

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

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

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

• Customer PII will be properly secured in accordance with CareerSourceFV’s policies and procedures regarding the safeguarding of PII.

• The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.

• All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.

• All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

• Customer data may be shared with other programs, for those programs’ purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.

• Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.

All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

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

XX  Ownership of Property

Any items or documents produced or purchased under the terms of this MOU shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data,
copyrighted and patented materials first produced or delivered under this agreement.

**XXI Records Retention and Maintenance**

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

**XXII Confidentiality**

All Partners expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies and legal requirements of all of the other Partners.

Each Partner will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Partner will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners’ performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

**XXIII Career Center Staffing**

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the Partner represented. All dress code and etiquette
provisions of the CareerSourceFV Operational Manual shall be observed.

XXIV Background Checks

Each Partner is responsible for conducting criminal background checks on all of their assigned staff that will work within the Career Centers as a means of promoting a safe work environment. All Partners are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background check reports are due to CareerSourceFV within ten (10) days of hire.

XXV Compliance with Acts relating to Work and Safety

The Partner shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XXVI Insurance

All Partners will maintain workers’ compensation insurance as required by law, which shall inure to the benefit of all the Partner’s personnel performing services under this MOU.

All Partners must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least $1,000,000 or submit a certification that they are self-insured.

The insurance required by this Section shall be maintained at all times during the course of the MOU for the entire period hereof, and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

XXVII Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XXVIII Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney’s fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.
Memorandum of Understanding

COMMUNITY ASSISTANCE DIVISION

and

CAREERSOURCEFV

Purpose: This Memorandum of Understanding is a cooperative agreement between Volusia County Community Assistance ("VCCA"), the entity that administers the Community Services Block Grant ("CSBG") in Volusia County, and CareerSourceFV, the Workforce Innovation and Opportunity Act entity serving Volusia County. The purpose of this agreement is to describe how the two entities will use their resources for collaboration of services and infrastructure sharing to serve low-income and vulnerable populations of Volusia County; thereby increasing probability of such populations becoming self-sufficient.

VCCA agrees to:

1. Provide annual training to appropriate CareerSourceFV staff informing of CSBG requirements.
2. Accept referrals from CareerSourceFV’s GED Preparation Program to determine if they meet CSBG eligibility requirements.
3. If VCCA determines a referral from CareerSourceFV’s GED Preparation Program meets CSBG eligibility guidelines, it will pay a one-time GED testing fee on behalf of the client.
   a. VCCA will agree to pay a minimum of five (5) if referred candidates meet eligibility requirements. Ability to pay for more than five (5) will depend upon funding availability.
   b. VCCA agrees to pay the full amount of the 2019 rate of $128.00 for first-time test takers.
   c. If a client has taken the GED test before and the fees were not paid by VCCA it will pay the standard $32 per module for any section(s) which the client did not pass in previous attempt(s).
   d. All payments for GED testing fees will be paid directly to the testing site vendor and must be approved by the VCCA Manager.
   e. If the cost of the test increases VCCA will provide written notice to CareerSourceFV if it may continue to pay for testing fees and/or if the minimum number of five (5) tests originally agreed upon needs to be modified.
   f. This MOU may be discontinued at no penalty to VCCA if it determines, in its sole discretion, that funding is not available for this purpose.
4. Provide referrals to clients who have indicated that they are interested in obtaining their GED.
5. Inform and educate CareerSourceFV staff of its various programs available to low-income citizens in the community, eligibility requirements, and how to refer a client.
CareerSourceFV agrees to:

1. Require staff associated with the agency’s GED Preparation Program to attend training and learn CSBG eligibility criteria and referral process.
2. Refer clients to VCCAHS at least thirty (30) calendar days prior to a client’s GED examination allowing appropriate time for VCCA to determine eligibility and make payment of testing fees to vendor.
3. Provide documentation of referred clients completing appropriate preparation courses or other relevant training to include in client’s file.
4. Provide documentation of client’s GED test results to include in client’s file. If official GED test results are not available a staff member of CareerSourceFV must provide, on agency letterhead, client’s test results.

This MOU will become effective the date the last party enters into the agreement and will expire September 30, 2021. Either party may request a revision to this agreement as a result of policy changes or cancel the agreement with a thirty (30)-day written notice to the other party. The point of contact for VCCA will be the Human Services Manager. The point of contact for CareerSourceFV will be the Innovation and Process Manager.

BY:  

(Signature)

Carmen Hall  
(Printed Name)  
Community Assistance Director  
(Position/Title)  
8/22/2019  
(Date)

BY:  

(Signature)

Robin King  
(Printed Name)  
President and CEO  
(Position/Title)  
8/23/2019  
(Date)
MEMORANDUM OF UNDERSTANDING
NO.: IA-758
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-758, entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSource FV") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on July 1, 2016, is hereby amended as follows:

1. Section VII., Term, first paragraph, is hereby amended to now read:

   This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VI., Infrastructure Costs, is hereby amended to now read:

   Costs of the infrastructure of One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA

BY: [Signature]
Robin King, President/CEO

DATE: 11/19/2018

FLORIDA DEPARTMENT OF EDUCATION,
DIVISION OF VOCATIONAL REHABILITATION

BY: [Signature]
Allison Flanagan, Director

DATE: 11/26/18
Attachment A

Infrastructure Funding Agreement and Memorandum of Understanding

By and between Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia and Florida Department of Education, Division of Vocational Rehabilitation

I. PARTIES

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

The contact information for the Partner is as follows:

Name/Title: Yovancha Lewis-Brown, VR Area Director
Telephone: (904) 486-7155
Email: yovancha.lewis-brown@vr.fldoe.org

The contact information for CareerSource FV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

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

The CareerSource FV Board of Directors will at a minimum:
In partnership with the Local Chief Elected Officials (CEO) and other applicable Partners within the region, develop and submit a LWDB plan that includes a description of the activities that shall be undertaken by CareerSource FV and its Partners, and that aligns its strategic vision, goals, objectives, workforce-related policies to the regional plan and economy.

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

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

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

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

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

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

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

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

The CareerSource FV Board Staff will at a minimum:

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

The One-Stop Operator will at a minimum:

Infrastructure Funding Agreement and Memorandum of Understanding
CareerSource FV & Florida Department of Education, Division of Vocational Rehabilitation IA-758 A1, Attachment A
Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

Assist CareerSource FV in establishing and maintaining the CareerSource FV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSource FV board of directors are available and accessible,
  - Ensuring that CareerSource FV's policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSource FV's board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

Oversee and coordinate partner, program and CareerSource FV's network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSource FV,
  - Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSource FV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other issues,
- Collaborating with CareerSource FV on efforts designed to ensure the meeting of program performance measures
- Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSource FV based on findings.

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

B. The Partner will perform the following functions:

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

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

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

IV. REFERRALS

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSource FV network.
- Development materials summarizing their program requirements and making them available for partners and customers,
• Develop and use common intake, eligibility determination, assessment, and registration forms where feasible,
• Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
• Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
• Commit to robust and ongoing communication required for an effective referral process, and
• Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSource FV’s network and all Partner agencies is essential to meeting the requirements of the CareerSource FV’s network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSource FV’s comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

CareerSource FV and its Partners will develop and implement a strategic outreach plan that may include, but it not limited to:
• Specific steps to be taken by each partner,
• An outreach plan to the region’s human resources professionals,
• An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,
• Sector strategies and career pathways
• Connections to registered apprenticeships
• A plan for messaging to internal audiences
• Regular use of social media
• Clear objectives and expected outcomes, and
• Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

The goal of the operating budget is to develop a funding mechanism that:
• Establishes and maintains CareerSource FV’s workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSource FV's One-Stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
</tr>
<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytona Beach</td>
<td>157,500</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>68,000</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>137,000</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>616,717</strong></td>
</tr>
</tbody>
</table>

FTE: 58
Cost per FTE: 10,633.05
VIII. COST ALLOCATION METHODOLOGY

All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSource FV network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. The Department of Education, Division of Vocational Rehabilitation, as a required partner, must contribute to the cost of infrastructure and certain additional services. CareerSource FV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance on non-physically represented Partners, and

b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners’ use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION

All CareerSource FV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Below is the partner contribution costs:

A. Based upon trends in the previous two program years, it is estimated in program year 17-18 that CareerSource FV Network will serve 19,941 individuals. This includes the Comprehensive Center in Orange City.

Based upon trends in the previous two program years, it is estimated in program year 17-18 that the Partner's target population of persons with disabilities will equal 6.93% of the total registrants served.

<table>
<thead>
<tr>
<th>% of Registrants Served</th>
<th>Flat Fee</th>
<th>Annual Partner Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.93%</td>
<td>$10,633.00</td>
<td>$736.87</td>
</tr>
</tbody>
</table>
B. The Partner will provide bi-annual training to CareerSource FV staff in the comprehensive center in Orange City. Each training will be one (1) hour total.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.45</td>
<td>2</td>
<td>$76.90</td>
</tr>
<tr>
<td>$31.59</td>
<td>2</td>
<td>$63.18</td>
</tr>
<tr>
<td>$16.39</td>
<td>2</td>
<td>$32.78</td>
</tr>
</tbody>
</table>

Total $172.86

C. For the program year 2018, the Partner will assign a staff member to be available at the CareerSource FV comprehensive center in Orange City for half (1/2) day each week beginning September 2018.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours per year (17*4)</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.39</td>
<td>68</td>
<td>$1,114.52</td>
</tr>
</tbody>
</table>

For the program year 2019, the Partner will assign a staff member to be available at the CareerSource FV comprehensive center in Orange City for half (1/2) day each week.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours per year (52*4)</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.39</td>
<td>208</td>
<td>$3,409.12</td>
</tr>
</tbody>
</table>

D. The Partner utilizes space in the CareerSource FV Flagler Center one (1) day per week. The annual cost to use space in a CareerSource FV center is $10,633.00. An hourly rate has been calculated based on 2,080 hours per year.

$10,633.00/2080 hours = $5.11 per hour

<table>
<thead>
<tr>
<th>FTE</th>
<th>Fee per hour</th>
<th>Total Hours per Year</th>
<th>Annual Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5.11</td>
<td>416</td>
<td>$2,126.00</td>
</tr>
</tbody>
</table>
E. The Division of Vocational Rehabilitation will provide payment per the table below.

<table>
<thead>
<tr>
<th>Infrastructure Costs 2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registrants Served by CareerSource FV</td>
<td>$736.87</td>
</tr>
<tr>
<td>Network</td>
<td></td>
</tr>
<tr>
<td>Office Space in Flagler Center</td>
<td>$2,126.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,862.87</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual In-Kind Contributions 2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Training provided to CareerSource FV in</td>
<td>$172.86</td>
</tr>
<tr>
<td>Orange City Center</td>
<td></td>
</tr>
<tr>
<td>Access to Services in Orange City Center</td>
<td>$1,114.52</td>
</tr>
<tr>
<td><strong>TOTAL In-Kind</strong></td>
<td><strong>$1,287.38</strong></td>
</tr>
</tbody>
</table>

The Amount Due to CareerSource FV for program year 2018 is **$1,575.49**.

<table>
<thead>
<tr>
<th>Infrastructure Costs 2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registrants Served by CareerSource FV</td>
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<tr>
<td>Network</td>
<td></td>
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<tr>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,862.87</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th></th>
</tr>
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<tbody>
<tr>
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<td>$172.86</td>
</tr>
<tr>
<td>Orange City Center</td>
<td></td>
</tr>
<tr>
<td>Access to Services in Orange City Center</td>
<td>$3,409.12</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,581.98</strong></td>
</tr>
</tbody>
</table>

The Amount Due to CareerSource FV for program year 2019 is **$0.00**.

X. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.
XI. TERM

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory through June 30, 2020, and may be renewed for one-year terms upon written concurrence between the parties. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XII. AMENDMENTS AND MODIFICATIONS

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

XIII. MERGER

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

XIV. THIRD PARTY BENEFICIARY

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

XV. GOVERNANCE

The accountability and responsibility for the Career Center system’s organizational activity and accomplishments will be with CareerSource FV. Pursuant to the Act, CareerSource FV shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSource FV’s Grievance/Complaint and Hearing/Appeal Procedures.

XVI. DISPUTE RESOLUTION

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

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

XVII. PAYMENT METHODOLOGY

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

This Agreement is subject to and incorporates the following:

a) Attachment B
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Approved by: 
CareerSource Flagler Volusia

Signature
Robin R. King
Name
President/CEO
Title

Approved by Partner
Department of Education, Division of Vocational Rehabilitation

Signature
Allison Flanagan
Name
Director
Title

Date
11/19/2018

Date
11/26/18
PARTNER TERMS AND CONDITIONS

I General Description of Workforce Delivery System

Title I of Workforce Innovation and Opportunity Act of 2014 (Act) assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (herein referred to as “Partners”) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties provides access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CareerSource Flagler Volusia (CareerSourceFV) and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Partners will be required to provide services through this system.

II Role and Responsibilities of Partners

The Partners to this agreement will work closely together to ensure that all CareerSourceFV Career Centers are high-performing work places with staff who will ensure quality of service.

III All Partners to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor, as applicable;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression, and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99), as applicable;
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603), as applicable;
- All amendments to each, as applicable; and
- All requirements imposed by the regulations issued pursuant to these acts, as applicable.

IV Monitoring

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

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

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

V  *Non-Discrimination and Equal Opportunity*

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

The Partners specifically agree that they will comply, as applicable, with section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 37 and 38.

VI  *Indemnification*

All Partners to the MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each partner to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other partner, State, or non-State, for the consequences of any act or omission of any third partner. The Partners acknowledge CareerSourceFV and the One-Stop Operator have no responsibility and/or liability for any actions of the Career Center employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any actions of CareerSourceFV or the One-Stop Operator.

VII  *Severability*

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

VIII Clear Air Act and Environmental Protection

All Partners will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

IX Drug and Alcohol-Free Workplace

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

X Complaints and Grievances

All Partners will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV’s policies.

XI Certification Regarding Lobbying

All Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Partners shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XII Debarment and Suspension

All Partners shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XIII Priority of Service

All Partners certify that they will adhere to all applicable statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XIV Buy American Provision

Each Partner that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq) certified that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act"). and referenced in WIOA Section 502 and 20 CFR 683.200(f).

XV Salary Compensation and Bonus Limitation
Each Partner certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XVI Non-Assignment

Except as otherwise indicated herein, no Partner may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Partners.

XVII Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Partners shall comply with all applicable Federal and State of Florida laws and regulations, and Local laws to the extent that they are not in conflict with State of Florida or Federal requirements.

XVIII Ownership of Property

Any items or documents produced or purchased under the terms of this MOU shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data, copyrighted and patented materials first produced or delivered under this agreement.

XIX Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

XX Confidentiality

All Partners expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies and legal requirements of all of the other Partners.

Each Partner will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Partner will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who
are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners’ performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

XXI Career Center Staffing

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the Partner represented. All dress code and etiquette provisions of the CareerSourceFV Operational Manual shall be observed.

XXII Background Checks

Each Partner is responsible for conducting criminal background checks on all of their assigned staff that will work within the Career Centers as a means of promoting a safe work environment. All Partners are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background check reports are due to CareerSourceFV within ten (10) days of hire.

XXIII Compliance with Acts relating to Work and Safety

The Partner shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XXIV Insurance

The Department of Education is self-insured through the Department of Risk Management. The Department of Education will provide a current certificate upon request. The CareerSource is not responsible for lost or damaged contents located in the Career Centers.

The insurance required by this Section shall be maintained at all times during the course of the MOU for the entire period hereof, and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.
XXV  Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.
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 disbursal 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


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 retainerage 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:                                                                                                             By: Ed Kelley
Name: James T Dinneen                                                                                           Name: Ed Kelley
Title: County Manager                                                                                           Title: County Chair

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
ATTEST:

By: 
Name: Toni 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:

Al Hadeed, County Attorney

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
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

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ATTEST:

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

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

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

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July 1, 2019 - June 30, 2020

CAREERSOURCE FLAGLER VOLUSIA
BOARD OF DIRECTORS

Ms. Cheryl Tanenbaum……… Chair
SVP/ CFO
Intracoastal Bank
1290 Palm Coast Parkway, NW
Palm Coast, FL 32137
(386) 449-0960
ctanenbaum@intracoastalbank.net

Ms. Nancy Bradley ……….Vice Chair
Administrator
Daytona College, LLC
425 S. Nova Rd.
Ormond Beach, FL 32174
(386) 267-0565
nbradley@daytonacollege.edu

Mr. Bret Schmitz…………Secretary
President
Hudson Technologies

MEMBERS

Ms. Elizabeth Albert
President
Volusia United Educators

Mr. Brad Giles
President/CEO
Giles Electric, Inc.

Ms. Mary Jo Allen
Executive Director
Halifax Health

The Honorable Barbara Girtman
Councilwoman, District 1
Volusia County Council

Ms. Denise Breneman
County Director, Flagler and Volusia
Special Olympics Florida

Mr. Brad Harris
Acting Director
Volusia County
Division of Economic Development

Mr. Robert Davis
President
Lodging & Hospitality Association of
Volusia County

Mr. Sean Lafferty
President
LCP Machine, Inc
Mr. Mark Lanham
Store Manager
Walgreens

Dr. Tom LoBasso
President
Daytona State College

Dr. Aubrey Long
Vice President
Business and Community Development
Bethune-Cookman University

Ms. Bonnie Madden
Director of Operations
AdventHealth Medical Group

Mr. Matthew Nelson
Business Manager
IBEW 756

The Honorable Donald O’Brien
Commissioner, District 5
Flagler Co. Board of County Commissioners

Dr. Kent Sharples
President
CEO Business Alliance

Mr. Carlos Valderrama
Manager
Valderrama Partners, LLC

Ms. Helga van Eckert
Executive Director
Flagler Co. Dept. of Economic Opportunity

Mr. Tyrone Walker
District Leader
Primerica

Mr. John Wanamaker, CCIM
Coldwell Banker Commercial AI Group

Ms. Angie White
Area Supervisor
Vocational Rehabilitation
ARTICLE I - NAME

Section 101.
The name of the Corporation shall be the Workforce Development Board of Flagler and Volusia Counties, Inc. (WDB-FVC, Inc.) d/b/a CareerSource Flagler Volusia hereinafter referred to as "the Corporation."

ARTICLE II - PURPOSE

Section 201.
The Corporation will have and exercise all rights and powers granted to local workforce boards (LWDB) under the laws of the state of Chapter 445, Florida Statutes and under Public Law No. 113-128, Title I, Section 107 of the Workforce Innovation and Opportunity Act (WIOA), and all other applicable federal and state workforce laws, regulations and directives.

The Corporation is designed to serve as a strategic convener to promote and broker effective relationships between local governmental officials, economic, education and workforce partners.

The Corporation will provide for enhanced coordination, cooperation, collaboration, and outcomes, by and between the several entities, both public and private, which are involved at the local level in providing the workforce with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially throughout their lifetime. As the business community (employers) is the primary customer of the workforce system, the Corporation also focuses on providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets. In order to provide such enhanced coordination, cooperation, collaboration, and outcomes, the Corporation either directly or through contracted service providers, may provide for the delivery of such services as may be required in order to assist them in providing market-driven services to employers, workers and job seekers in the LWDA. The duties and functions of the Corporation include:

- Developing, with input from the local elected officials, partners and community, the LWDB’s comprehensive and operating plan;
- Establishing and evaluating performance standards and measures for programs administered in the LWDB;
- Contracting with public and private entities as necessary to carry out the programs;
• Identifying occupations for which there is a demand in the LWDB and selecting training institutions that may provide training, in accordance with the Corporation’s policies and procedures;
• Selecting a Career Center Operator through a competitive process;
• Developing an annual budget for review and approval by the local elected officials and submitted to CareerSource Florida, Inc.;
• Soliciting the input and participation of the local community in the provision of services for the residents of the LWDB;
• Providing policy guidance and procedures for programs established by the Corporation;
• Reporting to appropriate state agencies;
• Selecting sub-recipients, in accordance with procurement guidelines and procedures;
• Prioritizing of services;
• Providing oversight and monitoring activities.

The Corporation is organized exclusively for charitable, educational, religious or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

ARTICLE III - BOARD OF DIRECTORS

Section 301. Authority and Responsibilities The affairs, business and property of the Corporation shall be managed and controlled by its Board of Directors. The Board of Directors of the Corporation, shall be nominated and appointed in accordance with the Workforce Innovation and Opportunity Act (WIOA), and any subsequent amendments, Florida Statutes, Chapter 445 and the counties of Volusia and Flagler. Any individual who subscribes to the purpose and basic policies of the Corporation may be designated a Director of the Board subject only to compliance with the provisions of the Bylaws. Directorship shall be available without regard to sex, race, creed, disability, or national origin.

Section 302. Qualifications - Members of the Board of Directors shall be citizens of the United States of America, live and work in Flagler or Volusia, be currently employed and comply with financial disclosure requirements. Members of the Board of Directors shall be duly appointed and shall at all times comply with criteria established by the State of Florida. Additionally, Members should be senior-level managers as preferred by WIOA.

Develop a strategy to continuously improve and strengthen the workforce development system through innovation in and alignment of employment, training and education programs to promote economic growth. Local Board members must establish a platform in which all members actively participate and collaborate closely with the required and other partners of the workforce development system including public and private organizations. This is crucial to the Board’s role to integrate and align a more effective, sector workforce development system
• General. All corporate powers will be exercised by or under the authority of the Board of Directors, and the business and affairs of the Corporation will be managed under the Board’s direction.

• Functions. The Directors’ general functions will be to:
  o Establish policies and guidelines for the operation of the Corporation;
  o Exercise and fulfill the specific powers and responsibilities of the Board, as specified in the Articles and these Bylaws and as required under applicable law; and
  o Discharge their duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and each Director will act in a manner he or she reasonably believes to be in the best interests of the Corporation.

  o Powers and Responsibilities of Directors. Without limiting the generality of the functions in Section 2 of this Article, the Directors’ specific powers and responsibilities will be to:
    ▪ Adopt, amend, repeal or alter the Articles and these Bylaws;
    ▪ Elect and remove the officers of the Corporation
    ▪ Ensure accountable management of real and personal property and the general business of the Corporation, including authorization and approval of material contracts and agreements on behalf of the Corporation, all in accordance with applicable law, the Articles and these Bylaws;
    ▪ Approve general rules and regulations for the administration of the Corporation and its personnel, and approve any substantial change in employee benefits of the Corporation
    ▪ Establish and develop additional committees necessary or appropriate to fulfill the responsibilities of the Corporation’s mission and purposes
    ▪ Designate the person or persons authorized to make and sign bills, notes, checks, contracts, or other documents that are binding on the Corporation
    ▪ Delegate authority to the President/CEO of the Corporation

Section 303. Sub-Grant and Administrative Entity/Fiscal Agent - In accordance with the Interlocal Agreement between the Flagler and Volusia Counties, the Board of Directors shall act as the sub-grant recipient and shall also be the administrative entity/fiscal agent for the service delivery area defined as LWDB 11 pursuant to all applicable Federal, State, and local laws, rules, and regulations. The Board of Directors thereby assumes all fiscal and administrative liability for program operations in said service delivery area.

Section 304. Restricted Activities - No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the
publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 305. 501(c)3 Limitations - Notwithstanding any other provision of these articles, the Corporation shall not conduct any other activities not permitted to be conducted (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code)

Section 306. Tenure.

Unless otherwise indicated under the terms of a Director’s appointment, the term of each Director’s appointment will be three (3) years, beginning the first day of July of the year of appointment, and continuing through the last day of June in the year three (3) years hence, except that a Director may serve until December of the last year of the term, or until action regarding that Director’s seat is taken, whichever occurs first. Subject to applicable law, one third (1/3) of all terms will expire annually. Directors will be eligible for re-appointment without re-nomination for an additional term having a maximum of three (3) years.

Section 307. Membership of the Board of Directors

Appointment. Members of the Board of Directors will be appointed by the local chief elected officials in accordance with applicable local intergovernmental agreements and in compliance with criteria established by the state of Florida and the federal government, and will be composed of at least the following:

- representatives of the private sector, who must constitute a minimum of fifty-one percent (51%) of the Board, and (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; (ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and (iii) are appointed from among individuals nominated by local business organizations and business trade associations;

- not less than 20 percent of the members of the board shall be representatives of the workforce within the local area, and shall include (i) representatives of labor organizations who have been nominated by local labor federations, shall include (ii) a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists; (iii) may include representatives of community-based organizations that have demonstrated experience and
expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and (iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

- the board shall include representatives of entities administering education and training activities in the local area, who—(i) shall include a representative of eligible providers administering adult education and literacy activities under title II; (ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); (iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- the board shall include representatives of governmental and economic and community development entities serving the local area, who—(i) shall include a representative of economic and community development entities; (ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area; (iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area; (iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and (v) may include representatives of philanthropic organizations serving the local area; and
- the board may include such other individuals or representatives of entities as the local chief elected official may determine appropriate.

The Chair of the Board of Directors shall be a representative of the private sector and shall be selected by the membership of the Board of Directors. The chair shall serve for a term of no more than one year and shall serve no more than two terms.

Nominations for the private sector seats shall be submitted to the respective County Council and County Commissions by local business organizations and business trade associations in accordance with WIOA and Florida Statutes. Such nominations shall be representative of the business community.

Each member is required to file financial disclosure pursuant to s.8, Art. II of the State Constitution or s. 112.3144, shall file a statement of financial interests pursuant to s. 12.3145.
Section 308. Voting Rights and Voting
Each Director of the Board in attendance at a duly called meeting shall be entitled to one vote on each matter submitted to a vote of the Directors.

All matters before the Board shall be determined by a majority vote of members present at the meeting with a quorum present. Whenever a conflict of interest exists, or is thought to exist, the conflict must be declared in an open meeting and the member must abstain from voting. See Section 406 - Conflict of Interest.

Section 309. Designee and Designee Rights
Each Director of the Board, will serve personally. Designees may attend meetings, but may not vote, make a motion, or be counted towards a quorum.

Section 310. Vacancies
Any vacancy occurring on the Board of Directors shall be filled in accordance with the Florida Statutes, Chapter 445, and any subsequent amendments, WIOA and any agreements between the Corporation and the counties of Volusia and Flagler. The appointment shall fill the unexpired term of the predecessor.

Section 311. Compensation
Directors may be reimbursed for expenses, in accordance with Corporation policy, arising out of their service as Directors, but shall not be compensated for participation on the Board.

Section 312. Termination
Directors failing to attend three consecutive Board meetings may be considered by the Board for termination as a Director of the Board. Members may be terminated for failure to file financial disclosure, actions adverse to the Corporation and a change in employment or residency. Directors will be notified that they may be subject to termination after missing two consecutive meetings. Termination in accordance with this section requires a two-thirds vote of the members present at a regular meeting of the Board.

Section 313. Suspension/Expulsion
Any Director may be suspended or expelled from directorship in the Corporation for cause by unanimous vote of the remaining Directors of the Board present at a duly called meeting. Notification will be made to the nominating authority.

ARTICLE IV - MEETINGS

Section 401. Regular Meetings
The Board of Directors shall meet at a minimum semi-annually to conduct the business of the Corporation.

Section 402. Annual Meeting
An annual meeting of the Directors shall be held during the month of November, unless
determined otherwise by the Board, for the purpose of electing officers and for the
transaction of any other business that may come before the Board.

Section 403. Notice
Reasonable notice in writing of each meeting, whether annual, regular, special or
emergency, will be provided to each member of the Board of Directors of the
Corporation at his or her contact place on file with the Corporation. Such notice may be
by e-mail or other reliable means of electronic transmission. The Corporation’s meetings
will be publicly announced in accordance with Section 286.011, Florida Statues.

Section 404. Special or Emergency Meeting
The Chair may call, or at least three Board members may direct the Chair or Vice Chair
to call, a special or emergency meeting. Notice shall be provided specifying the purpose
of such meeting and no other business may be considered once the agenda has been
adopted. Meeting notices shall be posted as prescribed by law.

Section 405. Quorum
One-third of the voting Directors shall be considered a quorum and shall be authorized
to conduct Corporation business. Robert's Rules of Order shall apply.

Section 406. Conflict of Interest
No member shall cast a vote, nor participate in any decision-making capacity, on the
 provision of services by such member (or any organization which that member directly
represents) or on any matter that would provide any direct financial benefit to that board
member. Any potential conflict, whether real or perceived, must be disclosed and
requires that the board member not discuss, deliberate, or in any other way attempt to
persuade the issue for which a conflict of interest has been declared. A conflict of
interest is present if
the individual board member, any member of the individual's
immediate family, the individual's business partner, or any organization which employs,
or is about to employ, any of these individuals has a financial or other interest in the firm
or organization selected for a financial award by the board.

The Corporation shall not, either directly or indirectly purchase, rent, or lease any realty,
goods or services from any business entity of which any member, the member's spouse
or child is an officer, partner, director, or proprietor or in which they have any material
interest.

At the Board’s discretion the following may be exempted from the above paragraph, in
accordance with Section 112.313(12) Florida Statutes if:

A contract with an agency (as defined in s. 112.312(2), including, but not limited to,
those statutorily required to be board members) when said agency is represented by a
board member and said member does not personally benefit financially from such contracts;

- The business with the member is transacted under a rotational system whereby the business transactions are rotated among all qualified suppliers of the goods and services within the LWDA 11 service delivery area;

- The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request;

- The member, the member’s spouse or child, has in no way participated in the determination of the bid specifications or the determination of the bidder;

- The member, the member's spouse or child, has in no way used or attempted to use their influence to persuade CareerSource Flagler Volusia or any personnel thereof to enter into such a contract other than by the mere submission of the bid;

- When the Corporation enters into a contract with an organization or an individual represented on the Board of Directors, the contract must be approved by a two-thirds vote of the of the Board of Directors, a quorum having been established.

- A contract under $25,000 between the corporation and a member of the Board of Directors or between a relative, as defined in s. 12.3143(1)(b), of a member or of an employee of the Board of Directors is not required to have the prior approval of CareerSource Florida Inc., but must be approved by a two-thirds vote of the Board of Directors, a quorum having been established.

- If a contract cannot be approved by CareerSource Florida Inc., a review of the decision to disapprove the contract may be requested by the Corporation or other parties to the disapproved contract.

- Any other exemption created under Section 112.313(12) Florida Statutes or any other applicable Florida or United States statutes applies.

ARTICLE V - ORGANIZATION

Section 501. General Powers
The policies and affairs of the Corporation shall be determined by the Board of Directors.

In accordance with Florida Statutes, Chapter 286, CareerSource Flagler Volusia operates under Florida’s Sunshine Law
Section 502. Officers
The Officers of the Corporation shall be a Chair, a Vice-Chair, and a Secretary. The Board of Directors may create such other offices, and elect such other officers, as it shall deem desirable.

Section 503. Election and Term of Office
The Officers of the Corporation shall be elected by majority vote at the annual meeting of the Board of Directors. If the election is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office for one-year term or until a successor shall have been duly elected. Each officer shall hold no more than two terms of office.

Section 504. Eligibility
Only Directors of the Board shall be eligible to hold elective office of the Corporation. All officers of the Corporation shall each be a representative of the private sector.

Section 505. Vacancies
A vacancy in any office shall be filled for the unexpired term of the Officer at a regularly scheduled meeting, or a specially called meeting of the Board, in accordance with the provisions of these Bylaws.

Section 506. Chair
The Chair shall preside at all meetings, sign any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Corporation. The Chair shall appoint all committees with the approval of the Board.

Section 507. Vice Chair
In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such duties as from time to time may be assigned by the Chair or the Board. Additionally, the Vice Chair will serve as Chair of the Finance Committee.

Section 508. Secretary
The Secretary shall keep the minutes of all meetings of the Board, see that all notices are duly given in accordance with these Bylaws or as prescribed by law, be custodian of the corporate records, keep a register of the post office address of the Directors of the Board, and in general perform all the duties incident to the office of Secretary and such other duties as from time to time be assigned by the Chair or by the Board.

Section 509. President & CEO
The President shall be the chief executive officer of the Corporation and shall be responsible for oversight and direction of the affairs and business of the organization,
subject to the policies and direction of the Board, and shall be its managing head. The President shall have sole responsibility for the employment and discharge of staff.

In addition, the President shall have the authority to sign on behalf of the Corporation all necessary papers in connection with the routine administrative matters of the Corporation, and shall have the authority to make contracts and expenditures within the approved program and budget parameters set forth by the Board. The President or designee shall be advisory and support staff to the Board and all committees of the Corporation, and shall be the liaison between the Board and staff and ensure that adequate and effective communications exist between them. In general, the President shall perform all functions necessary and proper to assure that the policies, objectives and aims of the Corporation are carried out.

ARTICLE VI - STANDING COMMITTEES

Section 601. Formation
The Chair may create such committees as deemed necessary, including both Board and Advisory committees. The Chair shall also define powers, duties, functions, and scope of each committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. Any committee may include members appointed by the Chairman of the Board who are voting members of the committee but not members of the Board of Directors. Any item voted on by a committee will be reported to the Executive Committee at its next meeting as a recommendation for Executive Committee or Board approval.

Section 602. Membership
The Chair shall appoint the committee. The Chair shall also have the option of appointing the committee chair or assigning that responsibility to the committee. The Workforce Innovation and Opportunity Act encourages the use of standing committees to expand opportunities for stakeholders to participate in decision-making, particularly for representatives of organizations that may no longer sit on the Local WDB but continue to have a stake in the success of Local WDB decisions. Such committees also expand the capacity of the Local WDB in meeting required functions and expand opportunities for stakeholders to participate in Local WDB decision-making. For this reason, it is important to require the appointment of non-Board members.

The Board of Directors may establish standing committees that include individuals who are not formal members of the Board of Directors, but who have expertise to advise on issues that support the Corporation’s ability to attain the goals of the State, local and regional plans, and the objective of providing customer-focused services to individuals and businesses. Standing committees must be chaired by a member of the Board of Directors.
Section 603. Quorum
Unless otherwise provided for by the Board or the Chair, a majority of the whole committee shall constitute a quorum and the act of a simple majority of the members present at a meeting shall be the act of the committee.

Section 604. Rules
All committees shall be considered ad hoc and rules governing these committees shall be consistent with these Bylaws or with rules adopted by the Board.

Section 605. Protocol
Committee findings, recommendations and reports shall be submitted to the Board for official action. No committee findings or recommendations shall be published without the approval of the Board and/or the Executive Committee acting on behalf of the Board.

Section 606. Expenses
No committee shall incur any debt payable by the Corporation without prior approval of the Board.

Section 607. Executive Committee
The Executive Committee will consist of the officers, the past Chairs, and Committee Chairs or Co-Chairs. The Chair will preside. The Executive Committee shall exercise, in the intervals between meetings of the board, all of the powers that may legally be delegated in the management of the affairs of the organization. The Executive Committee shall report any and all actions taken to the full Board of Directors at the next regularly scheduled meeting.

Section 608. Finance Committee
The Finance Committee shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors and, in general, perform such other duties as from time to time may be assigned by the Chair or the Board of Directors. The Finance Committee serves as the Audit Committee. The Vice Chair of the Corporation shall serve as Chair of the Finance Committee.

ARTICLE VII - CHECKS, DEPOSITS AND FUNDS

Section 701. Checks, Drafts, etc.
All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.
Section 702. Bonding
The Board shall require bonding of Officers, Directors, or Agents of the Board with responsibility for funds in such amounts as it deems necessary and adequate.

Section 703. Deposits
All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 704. Gifts
The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII - BOOKS AND RECORDS

Section 801.
The Corporation shall keep accurate and complete books and records of account and shall also keep minutes of the proceedings of its Board and Committee meetings. An independent audit of the Corporation's books and records of account shall be provided annually to the Board and to the Chief Elected Official of each of the member counties.

ARTICLE IX - INSURANCE

Section 901.
The Corporation shall purchase and maintain adequate liability protection for the Corporation, its Directors, Officers, and Staff. In addition, the Corporation shall also purchase any other insurance protection the Board deems appropriate and necessary.

ARTICLE X - FISCAL YEAR

Section 1001.
The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June.

ARTICLE XI - ANNUAL REPORT

Section 1101.
A report of the Corporation's business for the preceding fiscal year shall be presented to the Board at the annual meeting following the end of that fiscal year and to the Chief Elected Official of each of the member counties.

ARTICLE XII - BYLAWS REVISION

Section 1201.
These Bylaws shall be subject to modification, amendment, or revision, by a two-thirds
majority vote of the Directors present at a regular or special meeting of the Board. Each suggested change in the Bylaws must be mailed to each Director at least thirty days before the date of the meeting at which the proposed amendment is to be considered.

May, 2017
MEMORANDUM OF UNDERSTANDING
ONE-STOP (CAREER CENTER)
SYSTEM

I. PARTIES

This Memorandum of Understanding (MOU), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (Opportunity Act), and is entered into by Daytona State College (hereafter referred to as the Partner) and the Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia (hereafter referred to as "CareerSourceFV").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. Florida’s One-Stop System, also referred to as the Career Center or CareerSource Network in Florida, assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSourceFV and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Flagler and Volusia Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to job seekers within Flagler and Volusia Counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The CareerSourceFV, the local area workforce development board, the Flagler County Commission and Volusia County Council have designated CareerSourceFV to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSourceFV will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 4:00 pm, Monday through Friday, (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSourceFV core values and maintain a professional working environment.

9. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSourceFV to provide access to its adult literacy services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.

2. Coordinate with CareerSourceFV to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.

3. Coordinate with CareerSourceFV for the funding of the infrastructure costs of the One-Stop System and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop System.
5. Provide CareerSourceFV with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSourceFV management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners’ programs and procedures to CareerSourceFV staff.

IV. METHODS OF INTERNAL REFERRAL

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

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursal to local area workforce boards, as it deems appropriate.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

VII. TERM

This MOU is effective July 1, 2019 through June 30, 2020. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

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

VIII. MERGER

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

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSourceFV and the Partner and no third party is an intended beneficiary.
X. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CareerSourceFV. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Officials shall conduct oversight with respect to the One-Stop System.

SIGNATURES

CareerSource Flagler Volusia

[Signature of Authorized Official]

Robin King
Typed Name of Authorized Official

[Title of Authorized Official]

[Signature of Authorized Official]

Daytona State College

[Signature of Authorized Official]

Thomas LoBasso
Typed Name of Authorized Official

[Title of Authorized Official]

[Signature of Authorized Official]

Witness

[Signature of Authorized Official]

Karen Rubelatine
Typed Name of Authorized Official

[Title of Authorized Official]

[Signature of Authorized Official]

Witness
Infrastructure Funding Agreement and Memorandum of Understanding

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

and

Florida’s Division of Blind Services

IA-917

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by Florida’s Division of Blind Services (Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Partner is as follows:

Name/Title: Robert Doyle III, Director
Telephone: 850.245.0331
Email: Robert.Doyle@dbs.fldoe.org

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

IA-917
CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.

The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval annual budget allocations for the operation of the CareerSourceFV Career Centers.

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

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV's board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV's board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV's board of directors and committees.
Oversee negotiations and maintenance of MOUs with the One-Stop Partners.

The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV’s policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV’s board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate partner, program and CareerSourceFV’s network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other issues,
- Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures
- Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

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

Partner

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

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

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

IV. REFERRALS

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSourceFV network.
- Development materials summarizing their program requirements and making them available for partners and customers,
- Develop and use common intake, eligibility determination, assessment, and registration forms where feasible,
Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,

Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,

Commit to robust and ongoing communication required for an effective referral process, and

Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSourceFV's network and all Partner agencies is essential to meeting the requirements of the CareerSourceFV's network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSourceFV's comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

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

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

VII. BUDGET

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

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

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
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<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytona Beach</td>
<td>157,500</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>68,000</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>137,000</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>616,717</strong></td>
</tr>
</tbody>
</table>

FTE 58
Cost per FTE 10,633.05
VIII. COST ALLOCATION METHODOLOGY
All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSourceFV network. These Partners are linked virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. The Division of Blind Services, as a required partner, must contribute to the cost of infrastructure and certain additional services.

CareerSourceFV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:
a) To remedy the imbalance on non-physically represented Partners, and
b) To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION
Below is the partner contribution costs:

<table>
<thead>
<tr>
<th>1 FTE</th>
<th>Flat Fee 10,633</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial FTE</td>
<td>Will be prorated based on the 10,633</td>
</tr>
<tr>
<td></td>
<td>For example, 1 day per week = 20% or 2,126.60</td>
</tr>
<tr>
<td>% of Registrants</td>
<td>Will be a percentage of the flat fee based on the 10,633</td>
</tr>
<tr>
<td></td>
<td>For example, 20% of estimated job seekers served fits partner’s target group = 2,123.60</td>
</tr>
</tbody>
</table>

Based upon trends in the previous two program years, it is estimated in program year 17-18 that CareerSourceFV will serve 19,941.

Based upon trends in the previous two program years, it is estimated in program year 17-18 that the Partner’s target population of sight impaired/blind job seekers, will equal 0.8% of the total registrants served.

0.8% x 10,633 = $81.06

To cover these costs, the Partner will provide training to CareerSourceFV provider staff in adaptive technology and transition.

In addition, the Partner will train identified points of contact in CareerSourceFV’s comprehensive center on assisting potentially eligible individuals to complete the online application for Partner services.

All CareerSourceFV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner’s contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs’ authorizing laws and regulations and the Uniform Guidance.

X. TERM
IA-917
The Term of this MOU shall commence on the date last executed by both parties, whichever is later, through June 30, 2020 with three one-year renewals, unless otherwise terminated by either party. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice. Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

XI. AMENDMENTS AND MODIFICATIONS

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

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

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

XV. DISPUTE AND IMPASSE RESOLUTION

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

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.
If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue. 

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

SIGNATURES

This Agreement is subject to and incorporates the following:

a) Attachment I
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Contractor: CareerSource Flagler Volusia  
By: [Signature]  
Name: Robin R. King  
Title: CEO  
Date: 2/8/2019

Approved by Partner: Florida Department of Education  
By: [Signature]  
Name: Robert Doyle  
Title: Director for Division of Blind Services  
Date: 6/11/2019

Florida Department of Education  
By: [Signature]  
Name: Richard Corcoran  
Title: Commissioner of Education  
Date: 6/21/19
Infrastructure Funding Agreement and Memorandum of Understanding

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

and

Daytona State College

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by Daytona State College (Contractor) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Contractor is as follows:

Name/Title: Dr. Thomas LoBasso, President
Telephone: 386.504.4408
Email: lobasst@daytonastate.edu

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.
The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval annual budget allocations for the operation of the CareerSourceFV Career Centers.

- Work with the One-Stop operator recruit operational Contractors and negotiate MOUs with new Contractors.

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV's board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV's board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV's board of directors and committees, and

- Oversee negotiations and maintenance of MOUs with the One-Stop Contractors.
The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Contractor and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV’s policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV’s board of directors to Contractors, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate Contractor, program and CareerSourceFV’s network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other issues,
- Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures
- Ensuring open communication with the contracted providers and Contractors in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

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

Contractor

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

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

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

IV. REFERRALS

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

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

Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Contractor programs,

Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,

Commit to robust and ongoing communication required for an effective referral process, and

Commit to actively follow up on the results of referrals and assuring that Contractor resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSourceFV’s network and all Contractor agencies is essential to meeting the requirements of the CareerSourceFV’s network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSourceFV’s comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

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

Specific steps to be taken by each Contractor,

An outreach plan to the region’s human resources professionals,

An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,

Sector strategies and career pathways

Connections to registered apprenticeships

A plan for messaging to internal audiences

Regular use of social media

Clear objectives and expected outcomes, and

Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

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

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

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
</tr>
<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytona Beach</td>
<td>157,500</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>68,000</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>137,000</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>616,717</strong></td>
</tr>
</tbody>
</table>

**FTE** 58

**Cost per FTE** 10,633.05
VIII. COST ALLOCATION METHODOLOGY
All required One-Stop career center Contractors have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSourceFV network. These Contractors are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located Contractor staff, who can provide information and referrals. The (NAME OF CONTRACTOR), as a required Contractor, must contribute to the cost of infrastructure and certain additional services.
CareerSourceFV selected the cost allocation bases to determine overall Contractor contributions. This was done in an effort:
a) To remedy the imbalance on non-physically represented Contractors, and
b) To comply with the requirement of Contractors' contributions having to be in proportion to the Contractors' use of the Career Center and relative benefit received.

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

IX. CONTRACTOR CONTRIBUTION

Below is the Contractor contribution costs:

<table>
<thead>
<tr>
<th>1 FTE</th>
<th>Flat Fee 10,633</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial FTE</td>
<td>Will be prorated based on the 10,633 For example, 1 day per week = 20% or 2,126.60</td>
</tr>
<tr>
<td>% of Registrants</td>
<td>Will be a percentage of the flat fee based on the 10,633 For example, 20% of estimated job seekers served fits Contractor's target group = 2,123.60</td>
</tr>
</tbody>
</table>

Based upon trends in the previous two program years, it is estimated in program year 17-18 that CareerSourceFV will serve 19,941.

Based upon trends in the previous two program years, it is estimated in program year 17-18 that the Contractor's target population of job seekers with less hand a high school diploma, will equal 8.3% of the total registrants served and those with a high school diploma or with some Contractor will equal 53.7% of the total registrants served.

8.3% x 10,633 = 882.54 for Adult Education

To cover these costs, the Contractor will provide ABE, GED and ESOL classes at CareerSource Flagler Volusia's comprehensive Center. DSC will waive tuition and provide books for eligible students.

53.7% x 10,633 = 5,706.73 for Career and Technical Education.

To cover these costs, the Contractor will provide space at its classes at New Smyrna Beach Campus to CareerSourceFV staff who will provide case management services to students participating in career and technical education courses.
All CareerSourceFV Contractors recognize that infrastructure costs are applicable to all required Contractors, whether they are physically located in the Career Center or not. Each Contractor's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Contractor programs' authorizing laws and regulations and the Uniform Guidance.

X. TERM

The Term of this Agreement shall commence on December 31, 2017, through November 30, 2018 and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

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

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

XV. The accountability and responsibility for the Career Center system's organizational activity and accomplishments will be with CareerSourceFV. Pursuant to the Act, CareerSourceFV shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSourceFV's Grievance/Complaint and Hearing/Appeal Procedures.

The Governor of the State of Florida has final resolution authority.
SIGNATURES

This Agreement is subject to and incorporates the following:

a) Attachment I
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Approved by:                        Approved by Contractor
CareerSource Flagler Volusia          Daytona State College

Signature                             Signature
Robin R. King                          Dr. Thomas LoBasso
Name
Title
Date 1/26/2018                         Date 1/26/18
CONTRACTOR TERMS AND CONDITIONS

I General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (herein referred to as "Contractors") collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties provides access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CareerSource Flagler Volusia (CareerSourceFV) and its Contractors will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Contractors will be required to provide services through this system.

II Role and Responsibilities of Contractors

The Contractors to this agreement will work closely together to ensure that all CareerSourceFV Career Centers are high-performing workplaces with staff who will ensure quality of service.

I All Contractors to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression, and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99),
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

III Seamless Workforce System

I Contractors will further promote system integration to the maximum extent feasible through:
- Effective communication, information sharing, and collaboration with the One-Stop Operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participating in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Contractor meetings to exchange information in support of the above and encourage program and staff integration.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

II Additionally, all Contractors shall:
- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Contractor Services section above,
- Agree that the provisions contained herein are made of subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Contractors relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any Contractor for purposes described herein shall remain the property of the purchaser after the termination of this agreement.
- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those law, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

IV Monitoring

CareerSourceFV, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:
- Federal awards are used for authorized purposes in compliance with law, regulations,
and State policies,

- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and recorded retention policies are followed and,
- All MOU terms and conditions are fulfilled.

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

V  Non-Discrimination and Equal Opportunity

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

The Contractors specifically agree that they will comply with section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 37 and 38.

VI  Indemnification

All Contractors to the MOU recognize the Agreement consists of various levels of government, not-for-profit, and for-profit entities. Each Contractor to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Contractor assumes any responsibility for any other Contractor, State, or non-State, for the consequences of any act or omission of any third Contractor. The Contractors acknowledge CareerSourceFV and the One-Stop Operator have no responsibility and/or liability for any actions of the Career Center employees, agents, and/or assignees. Likewise, the Contractors have no responsibility and/or liability for any actions of CareerSourceFV or the One-Stop Operator.

VII  Severability

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

VIII  Clean Air Act and Environmental Protection
All Contractors will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

IX Drug and Alcohol-Free Workplace

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

X Complaints and Grievances

All Contractors will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV's policies.

XI Certification Regarding Lobbying

All Contractors shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Contractors shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XII Debarment and Suspension

All Contractors shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XIII Priority of Service

All Contractors certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Contractors will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XIV Buy American Provision

Each Contractor that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq) certified that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act") and referenced in WIOA Section 502 and 20 CFR 683.200(f).

XV Salary Compensation and Bonus Limitation

Each Contractor certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments
for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grants to States Allotments for FY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XVI Non-Assignment

Except as otherwise indicated herein, no Contractor may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Contractors.

XVII Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Contractors shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XVIII Methods of Internal Referral

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, jobseekers, and employers. In order to facilitate such a system, Contractors agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Contractor’s programs represented in the local American Job Center network,
- Develop materials summarizing their program requirements and making them available for Contractors and customers, provide a paragraph regarding a description of services with website link to organization/entity to be placed on CSP website for ease and consistency of referrals,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Contractor programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to actively follow up on the results of referrals and assuring that Contractor resources are being leveraged at an optimal level.

XIX Data Sharing

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

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

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

- Customer PII will be properly secured in accordance with CareerSourceFV’s policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs’ purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.

All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d))

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

**XX** Ownership of Property

Any items or documents produced or purchased under the terms of this MOU shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data, copyrighted and patented materials first produced or delivered under this agreement.

**XXI** Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

**XXII** Confidentiality

All Contractors expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as
but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Contractor shall respect and abide by the confidentiality policies and legal requirements of all of the other Contractors.

Each Contractor will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Contractor will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Contractor expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Contractors for the Contractors’ performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

XXIII Career Center Staffing

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the Contractor represented. All dress code and etiquette provisions of the CareerSourceFV Operational Manual shall be observed.

XXIV Background Checks

Each Contractor is responsible for conducting criminal background checks on all of their assigned staff that will work within the Career Centers as a means of promoting a safe work environment. All Contractors are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background check reports are due to CareerSourceFV within ten (10) days of hire.

XXV Compliance with Acts relating to Work and Safety

The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.
XXVI Insurance

All Contractors will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all the Contractor's personnel performing services under this MOU.

All Contractors must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least $1,000,000 or submit a certification that they are self-insured.

The insurance required by this Section shall be maintained at all times during the course of the MOU for the entire period hereof, and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

XXVII Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XXVIII Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
DAYTONA STATE COLLEGE
AMENDMENT NO. 1

Memorandum of Understanding (MOU) entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSourceFV") and Daytona State College ("Contractor") on January 29, 2018, is hereby amended as follows:

1. Section X., Term, first paragraph, is hereby amended to now read:
   This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VII., Budget, is hereby amended to now read:
   Costs of the Infrastructure of One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Section IX., Contractor Contribution, is hereby amended to now read:
   Costs of Contractor Contribution will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

4. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA
BY: [Signature]
Robin King, President/CEO
DATE: 1/25/19

DAYTONA STATE COLLEGE
BY: [Signature]
Dr. Thomas LoBasso, President
DATE: 1/22/19
This Plan represents the CareerSource Flagler Volusia efforts to implement the Workforce Innovation and Opportunity Act in Flagler and Volusia Counties, Florida.

This Plan is submitted for the period July 1, 2020 through June 30, 2024. We will operate in accordance with the Plan and applicable federal and state laws, rules and regulations.

CAREERSOURCE FLAGLER VOLUSIA

Cheryl Tanenbaum
Chair
Date: 2-14-2020

FLAGLER COUNTY BOARD OF COMMISSIONERS

David Sullivan
Chair
Date: 3-2-20
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 disbursal 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.

4
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


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 VULSIA:
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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
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:  

By:  
Name: Ed Kelley  
Title: County Chair  
Dated:  

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
ATTEST:

By: ____________________________
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:

By: ____________________________
Name: Al Hadeed, County Attorney

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
ATTEST:

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
AMENDMENT NO. 1

Memorandum of Understanding (MOU) entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSourceFV") and The National Caucus and Center on Black Aging, Inc. ("Partner") on November 14, 2017, is hereby amended as follows:

1. Section X., Term, first paragraph, is hereby amended to now read:
   This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VII., Budget, is hereby amended to now read:
   Costs of the Infrastructure on One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Section IX., Partner Contribution, is hereby amended to now read:
   Costs of Partner Contribution will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

4. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA

BY: [Signature]
Robin King, President/CEO

DATE: 1/17/2019

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.

BY: [Signature]
Pauline Mills, State Program Coordinator

DATE: 1/17/2019
Attachment A

Infrastructure Funding Agreement and Memorandum of Understanding

By and between Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia and The National Caucus and Center on Black Aging, Inc.

I. PARTIES

This Infrastructure Funding Agreement and Memorandum of Understanding (Agreement) is made pursuant to the Workforce Innovation and Opportunity Act of 2014, and is entered into by and between National Caucus & Center on Black Aging, Inc. (NCBA Partner) and CareerSource Flagler Volusia (CareerSourceFV).

The contact information for Partner is as follows:

Name/Title: Pauline Mills, State Program Coordinator
Telephone: 850.623.3046
Email: pmills@myncba.com

The contact information for CareerSourceFV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

CareerSourceFV, the LWDB, ensures the workforce-related needs of businesses, workers, and job seekers in the region are met, to the maximum extent possible with available resources.
The CareerSourceFV Board of Directors will at a minimum:

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

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

- In cooperation with the Local CEO, design and approve the CareerSourceFV Career Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible One-Stop center location and facilities,
  - Sufficient numbers and types of providers of career and training services,
  - A holistic system of supporting services,
  - One comprehensive One-Stop Center, and
  - A competitively procured One-Stop Operator.

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

- Approval of annual budget allocations for the operation of the CareerSourceFV Career Centers.

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

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

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

The CareerSourceFV Board Staff will at a minimum:

- Assist the Local CEO and CareerSourceFV’s board of directors with the development and submission of a single regional plan,

- Support CareerSourceFV’s board of directors with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,

- Provide operational and grant-specific guidance to the One-Stop operator and other contracted providers,

- Investigate and resolve elevated customer complaints and grievance issues,

- Prepare reports and recommendations to CareerSourceFV’s board of directors and committees, and

- Oversee negotiations and maintenance of MOUs with the One-Stop Partners.
The One-Stop Operator will at a minimum:

- Manage daily operations, including, but not limited to:
  - Managing and coordinating Partner and contracted provider responsibilities, as defined in this Agreement,
  - Managing hours of operations
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the Center Manager to ensure service coverage by center staff.

- Assist CareerSourceFV in establishing and maintaining the CareerSourceFV Career Center network structure. This includes, but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services as defined by the Act sec. 134 (c)(2) and approved by the CareerSourceFV board of directors are available and accessible,
  - Ensuring that CareerSourceFV's policies are implemented and adhered to,
  - Reinforcing strategic objectives of CareerSourceFV's board of directors to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

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

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

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

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

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

- Oversee and coordinate partner, program and CareerSourceFV's network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities as requested by CareerSourceFV,
  - Providing input to the respective manager on the work performance of staff under their purview,
• Notifying CareerSourceFV immediately of any staff leaving, disciplinary needs or changes in employee status,
• Identifying and facilitating the timely resolution of complaints, problems and other issues,
• Collaborating with CareerSourceFV on efforts designed to ensure the meeting of program performance measures
• Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
• Evaluating customer satisfaction data and propose service strategy changes to CareerSourceFV based on findings.

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

Partner

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

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

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

IV. REFERRALS

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

❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner programs represented in the CareerSourceFV network.
❖ Development materials summarizing their program requirements and making them available for partners and customers,
- Develop and use common intake, eligibility determination, assessment, and registration forms where feasible,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

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

VI. OUTREACH

CareerSourceFV and its Partners will develop and implement a strategic outreach plan that may include, but is not limited to:
- Specific steps to be taken by each partner,
- An outreach plan to the region’s human resources professionals,
- An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,
- Sector strategies and career pathways
- Connections to registered apprenticeships
- A plan for messaging to internal audiences
- Regular use of social media
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

The goal of the operating budget is to develop a funding mechanism that:
Establishes and maintains CareerSourceFV's workforce delivery system at a level that meets the needs of the job seekers and businesses in the region,

Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),

Reduces duplication by establishing data sharing as it relates to participant records for outcome information,

Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and

Ensures that costs are appropriately shared by determining contributions based on the proportionate use of CareerSourceFV's One-Stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Memberships&amp;Subscriptions</td>
<td>400</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
</tr>
<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytona Beach</td>
<td>111,240</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>71,010</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>146,122</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>582,989</strong></td>
</tr>
</tbody>
</table>

FTE: 56
Cost per FTE: 10,411
VIII. COST ALLOCATION METHODOLOGY
All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSourceFV network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. NCBA, as a required partner, will contribute to the cost of infrastructure and certain additional services.
CareerSourceFV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:
a) To remedy the imbalance on non-physically represented Partners, and
b) To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION
Below are the partner contribution costs:

<table>
<thead>
<tr>
<th>1 FTE</th>
<th>Flat Fee 10,411</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial FTE</td>
<td>Will be prorated based on the 10,411 For example, 1 day per week = 20% or 2082.00</td>
</tr>
<tr>
<td>% of Registrants</td>
<td>Will be a percentage of the flat fee based on the 10,411 For example, 20% of estimated job seekers served fits partner’s target group = 2,082.00</td>
</tr>
</tbody>
</table>

Based upon trends in the previous two program years, it is estimated in program year 18-19 that CareerSourceFV will serve 18,684.

Based upon trends in the previous two program years, it is estimated in program year 18-19 that the Partner’s target population of job seekers aged 55 and older, will equal 20% of the total registrants served.

20% x $10,411 = $2,082.00

In addition, the Partner will be provided space in CareerSourceFV’s Comprehensive Center at a value of $5,210 per year (20 hours a week).

In place of paying a portion of the infrastructure costs, the Partner will provide at least 2 part-time Senior Community Service Employment Program training participants at a value of no less than $7,292.00.

All CareerSourceFV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner’s contributions to these costs, however, may vary, as these contributions are
based on the proportionate use and relative benefit received, consistent with the Partner programs’ authorizing laws and regulations and the Uniform Guidance.

X. TERM

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory through June 30, 2020, and may be renewed for one-year terms upon written concurrence between the parties. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

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

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

The accountability and responsibility for the Career Center system’s organizational activity and accomplishments will be with CareerSourceFV. Pursuant to the Act, CareerSourceFV shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSourceFV’s Grievance/Complaint and Hearing/Appeal Procedures.
PARTNER TERMS AND CONDITIONS

I  General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (herein referred to as “Partners”) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties provides access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CareerSource Flagler Volusia (CareerSourceFV) and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Partners will be required to provide services through this system.

II  Role and Responsibilities of Partners

The Partners to this agreement will work closely together to ensure that all CareerSourceFV Career Centers are high-performing work places with staff who will ensure quality of service.

I  All Partners to this agreement shall comply with:

- Section 168 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression, and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99),
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

III  Seamless Workforce System
I Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop Operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participating in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

II Additionally, all Partners shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made of subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Partners relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any partner for purposes described herein shall remain the property of the purchaser after the termination of this agreement.
- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those law, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

IV Monitoring

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

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

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

V Non-Discrimination and Equal Opportunity

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

The Partners specifically agree that they will comply with section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 37 and 38.

VI Indemnification

All Partners to the MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each partner to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other partner, State, or non-State, for the consequences of any act or omission of any third partner. The Partners acknowledge CareerSourceFV and the One-Stop Operator have no responsibility and/or liability for any actions of the Career Center employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any actions of CareerSourceFV or the One-Stop Operator.
VII  Severability

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

VIII  Clear Air Act and Environmental Protection

All Partners will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

IX  Drug and Alcohol-Free Workplace

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

X  Complaints and Grievances

All Partners will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV’s policies.

XI  Certification Regarding Lobbying

All Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Partners shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XII  Debarment and Suspension

All Partners shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XIII  Priority of Service

All Partners certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XIV  Buy American Provision

Each Partner that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq) certified that it will comply with Sections 8301 through

**XV Salary Compensation and Bonus Limitation**

Each Partner certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**XVI Non-Assignment**

Except as otherwise indicated herein, no Partner may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Partners.

**XVII Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Partners shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

**XVIII Methods of Internal Referral**

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

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

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

**XIX  Data Sharing**

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

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

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

• Customer PII will be properly secured in accordance with CareerSourceFV’s policies and procedures regarding the safeguarding of PII.

• The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.

• All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.

• All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

• Customer data may be shared with other programs, for those programs’ purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.

• Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.

All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

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

**XX  Ownership of Property**

Any items or documents produced or purchased under the terms of this MOU shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data,
copyrighted and patented materials first produced or delivered under this agreement.

XXI Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

XXII Confidentiality

All Partners expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies and legal requirements of all of the other Partners.

Each Partner will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Partner will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners’ performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

XXIII Career Center Staffing

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the Partner represented. All dress code and etiquette
provisions of the CareerSourceFV Operational Manual shall be observed.

**XXIV Background Checks**

Each Partner is responsible for conducting criminal background checks on all of their assigned staff that will work within the Career Centers as a means of promoting a safe work environment. All Partners are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background check reports are due to CareerSourceFV within ten (10) days of hire.

**XXV Compliance with Acts relating to Work and Safety**

The Partner shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

**XXVI Insurance**

All Partners will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all the Partner's personnel performing services under this MOU.

All Partners must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least $1,000,000 or submit a certification that they are self-insured.

The insurance required by this Section shall be maintained at all times during the course of the MOU for the entire period hereof, and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

**XXVII Applicability of Federal, State and Local Laws**

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

**XXVIII Hold Harmless**

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.
CareerSource Flagler Volusia posted the 2020-2024 Strategic Plan on www.careersourcefv.com and a hard copy was made available at the Corporate Office. No public comments were received.

The 2020-2024 Strategic Plan was also sent to all Board Members, the Volusia County Council Chair, the Chair of the Flagler County Board of Commissioners, and all Workforce Innovation and Opportunity Act partners. No comments were received.
Memorandum of Understanding

COMMUNITY ASSISTANCE DIVISION

and

CAREERSOURCEFV

**Purpose:** This Memorandum of Understanding is a cooperative agreement between Volusia County Community Assistance ("VCCA"), the entity that administers the Community Services Block Grant ("CSBG") in Volusia County, and CareerSourceFV, the Workforce Innovation and Opportunity Act entity serving Volusia County. The purpose of this agreement is to describe how the two entities will use their resources for collaboration of services and infrastructure sharing to serve low-income and vulnerable populations of Volusia County; thereby increasing probability of such populations becoming self-sufficient.

**VCCA agrees to:**

1. Provide annual training to appropriate CareerSourceFV staff informing of CSBG requirements.
2. Accept referrals from CareerSourceFV's GED Preparation Program to determine if they meet CSBG eligibility requirements.
3. If VCCA determines a referral from CareerSourceFV's GED Preparation Program meets CSBG eligibility guidelines, it will pay a one-time GED testing fee on behalf of the client.
   a. VCCA will agree to pay a minimum of five (5) if referred candidates meet eligibility requirements. Ability to pay for more than five (5) will depend upon funding availability.
   b. VCCA agrees to pay the full amount of the 2019 rate of $128.00 for first-time test takers.
   c. If a client has taken the GED test before and the fees were not paid by VCCA it will pay the standard $32 per module for any section(s) which the client did not pass in previous attempt(s).
   d. All payments for GED testing fees will be paid directly to the testing site vendor and must be approved by the VCCA Manager.
   e. If the cost of the test increases VCCA will provide written notice to CareerSourceFV if it may continue to pay for testing fees and/or if the minimum number of five (5) tests originally agreed upon needs to be modified.
   f. This MOU may be discontinued at no penalty to VCCAHS if it determines, in its sole discretion, that funding is not available for this purpose.
4. Provide referrals to clients who have indicated that they are interested in obtaining their GED.
5. Inform and educate CareerSourceFV staff of its various programs available to low-income citizens in the community, eligibility requirements, and how to refer a client.
CareerSourceFV agrees to:

1. Require staff associated with the agency’s GED Preparation Program to attend training and learn CSBG eligibility criteria and referral process.
2. Refer clients to VCCAHS at least thirty (30) calendar days prior to a client’s GED examination allowing appropriate time for VCCA to determine eligibility and make payment of testing fees to vendor.
3. Provide documentation of referred clients completing appropriate preparation courses or other relevant training to include in client’s file.
4. Provide documentation of client’s GED test results to include in client’s file. If official GED test results are not available a staff member of CareerSourceFV must provide, on agency letterhead, client’s test results.

This MOU will become effective the date the last party enters into the agreement and will expire September 30, 2021. Either party may request a revision to this agreement as a result of policy changes or cancel the agreement with a thirty (30)-day written notice to the other party. The point of contact for VCCA will be the Human Services Manager. The point of contact for CareerSourceFV will be the Innovation and Process Manager.

BY: Carmen Hall
(Signature)
(Printed Name)
Community Assistance Director
(Position/Title)
8/22/2019
(Date)

BY: Robin King
(Signature)
(Printed Name)
President and CEO
(Position/Title)
8/23/2019
(Date)
MEMORANDUM OF UNDERSTANDING
NO.: IA-758
BETWEEN
WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
DBA CAREERSOURCE FLAGLER VOLUSIA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-758, entered into by and between Workforce Development Board of Flagler and Volusia Counties, Inc. d/b/a CareerSource Flagler Volusia ("CareerSource FV") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on July 1, 2016, is hereby amended as follows:

1. Section VII., Term, first paragraph, is hereby amended to now read:

This MOU is effective when signed by all parties through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VI., Infrastructure Costs, is here by amended to now read:

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the Infrastructure Funding Agreement and Memorandum of Understanding incorporated into this MOU as Attachment A.

3. Attachment A, Infrastructure Funding Agreement and Memorandum of Understanding, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE FLAGLER VOLUSIA
BY: [Signature]
Robin King, President/CEO
DATE: 11/19/2018

FLORIDA DEPARTMENT OF EDUCATION,
DIVISION OF VOCATIONAL REHABILITATION
BY: [Signature]
Allison Flanagan, Director
DATE: 11/26/18
Attachment A

Infrastructure Funding Agreement and Memorandum of Understanding

By and between Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia and Florida Department of Education, Division of Vocational Rehabilitation

I. PARTIES

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

The contact information for the Partner is as follows:

Name/Title: Yovancha Lewis-Brown, VR Area Director
Telephone: (904) 486-7155
Email: yovancha.lewis-brown@vr.fldoe.org

The contact information for CareerSource FV is as follows:

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

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 (Act) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer delivery system. The One-Stop System assures coordination between the activities authorized in and linked to the Act.

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

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

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

III. ROLES AND RESPONSIBILITIES

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

The CareerSource FV Board of Directors will at a minimum:
In partnership with the Local Chief Elected Officials (CEO) and other applicable Partners within the region, develop and submit a LWDB plan that includes a description of the activities that shall be undertaken by CareerSource FV and its Partners, and that aligns its strategic vision, goals, objectives, workforce-related policies to the regional plan and economy.

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

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

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

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

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

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

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

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

The CareerSource FV Board Staff will at a minimum:

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

The One-Stop Operator will at a minimum:
Manage daily operations, including, but not limited to:

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

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

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

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

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

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

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

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

Oversee and coordinate partner, program and CareerSource FV’s network performance. This includes, but is not limited to:

- Providing and/or contributing to reports of center activities as requested by CareerSource FV,
- Providing input to the respective manager on the work performance of staff under their purview,
- Notifying CareerSource FV immediately of any staff leaving, disciplinary needs or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems and other issues,
- Collaborating with CareerSource FV on efforts designed to ensure the meeting of program performance measures
- Ensuring open communication with the contracted providers and Partners in order to facilitate efficient and effective center operations, and
- Evaluating customer satisfaction data and propose service strategy changes to CareerSource FV based on findings.

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

B. The Partner will perform the following functions:

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

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

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

IV. REFERRALS

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

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

• Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,

• Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,

• Commit to robust and ongoing communication required for an effective referral process, and

• Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

V. ACCESSIBILITY

Accessibility to the services provided by CareerSource FV’s network and all Partner agencies is essential to meeting the requirements of the CareerSource FV’s network. Job seekers and businesses must be able to access all information relevant to them via visits to CareerSource FV’s comprehensive center as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

VI. OUTREACH

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

• Specific steps to be taken by each partner,

• An outreach plan to the region’s human resources professionals,

• An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,

• Sector strategies and career pathways

• Connections to registered apprenticeships

• A plan for messaging to internal audiences

• Regular use of social media

• Clear objectives and expected outcomes, and

• Leveraging of any statewide outreach materials relevant to the region.

VII. BUDGET

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

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

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

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Screening</td>
<td>4,500</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000</td>
</tr>
<tr>
<td>Equipment/Other Rental</td>
<td>16,000</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>24,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12,500</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>20,000</td>
</tr>
<tr>
<td>Postage &amp; Freight</td>
<td>6,480</td>
</tr>
<tr>
<td>Rent-Daytona Beach</td>
<td>157,500</td>
</tr>
<tr>
<td>Rent-Flagler</td>
<td>68,000</td>
</tr>
<tr>
<td>Rent-Orange City</td>
<td>137,000</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>60,737</td>
</tr>
<tr>
<td>Staff Development</td>
<td>25,000</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>20,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>15,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>616,717</strong></td>
</tr>
</tbody>
</table>

FTE: 58
Cost per FTE: 10,633.05
VIII. COST ALLOCATION METHODOLOGY

All required One-Stop career center Partners have agreed to provide access to their programs in the comprehensive center and contribute infrastructure costs to the CareerSource FV network. These Partners are lined virtually through online services access to program staff member via cross-trained Career Center staff and other, physically co-located partner staff, who can provide information and referrals. The Department of Education, Division of Vocational Rehabilitation, as a required partner, must contribute to the cost of infrastructure and certain additional services. CareerSource FV selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance on non-physically represented Partners, and
b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

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

IX. PARTNER CONTRIBUTION

All CareerSource FV Partners recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the Career Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Below is the partner contribution costs:

A. Based upon trends in the previous two program years, it is estimated in program year 17-18 that CareerSource FV Network will serve 19,941 individuals. This includes the Comprehensive Center in Orange City.

Based upon trends in the previous two program years, it is estimated in program year 17-18 that the Partner's target population of persons with disabilities will equal 6.93% of the total registrants served.

<table>
<thead>
<tr>
<th>% of Registrants Served</th>
<th>Flat Fee</th>
<th>Annual Partner Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.93%</td>
<td>$10,633.00</td>
<td>$736.87</td>
</tr>
</tbody>
</table>
B. The Partner will provide bi-annual training to CareerSource FV staff in the comprehensive center in Orange City. Each training will be one (1) hour total.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.45</td>
<td>2</td>
<td>$76.90</td>
</tr>
<tr>
<td>$31.59</td>
<td>2</td>
<td>$63.18</td>
</tr>
<tr>
<td>$16.39</td>
<td>2</td>
<td>$32.78</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$172.86</strong></td>
</tr>
</tbody>
</table>

C. For the program year 2018, the Partner will assign a staff member to be available at the CareerSource FV comprehensive center in Orange City for half (1/2) day each week beginning September 2018.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours per year (17*4)</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.39</td>
<td>68</td>
<td><strong>$1,114.52</strong></td>
</tr>
</tbody>
</table>

For the program year 2019, the Partner will assign a staff member to be available at the CareerSource FV comprehensive center in Orange City for half (1/2) day each week.

<table>
<thead>
<tr>
<th>FTE Hourly Rate</th>
<th>Hours per year (52*4)</th>
<th>Annual In-Kind Partner Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16.39</td>
<td>208</td>
<td><strong>$3,409.12</strong></td>
</tr>
</tbody>
</table>

D. The Partner utilizes space in the CareerSource FV Flagler Center one (1) day per week. The annual cost to use space in a CareerSource FV center is $10,633.00. An hourly rate has been calculated based on 2,080 hours per year.

$10,633.00/2080 hours = $5.11 per hour

<table>
<thead>
<tr>
<th>FTE</th>
<th>Fee per hour</th>
<th>Total Hours per Year</th>
<th>Annual Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5.11</td>
<td>416</td>
<td><strong>$2,126.00</strong></td>
</tr>
</tbody>
</table>
E. The Division of Vocational Rehabilitation will provide payment per the table below.

<table>
<thead>
<tr>
<th></th>
<th>Infrastructure Costs 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registrants Served by CareerSource FV Network</td>
<td>$736.87</td>
</tr>
<tr>
<td>Office Space in Flagler Center</td>
<td>$2,126.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,862.87</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Annual In-Kind Contributions 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training provided to CareerSource FV in Orange City Center</td>
<td>$172.86</td>
</tr>
<tr>
<td>Access to Services in Orange City Center</td>
<td>$1,114.52</td>
</tr>
<tr>
<td><strong>TOTAL In-Kind</strong></td>
<td><strong>$1,287.38</strong></td>
</tr>
</tbody>
</table>

The Amount Due to CareerSource FV for program year 2018 is $1,575.49.

<table>
<thead>
<tr>
<th></th>
<th>Infrastructure Costs 2019</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>$3,409.12</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,581.98</strong></td>
</tr>
</tbody>
</table>

The Amount Due to CareerSource FV for program year 2019 is $0.00.

X. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.
XI. TERM

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory through June 30, 2020, and may be renewed for one-year terms upon written concurrence between the parties. The parties agree to review this Agreement no less than once every three-year period to ensure appropriate funding and delivery of services. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XII. AMENDMENTS AND MODIFICATIONS

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

XIII. MERGER

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

XIV. THIRD PARTY BENEFICIARY

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

XV. GOVERNANCE

The accountability and responsibility for the Career Center system’s organizational activity and accomplishments will be with CareerSource FV. Pursuant to the Act, CareerSource FV shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSource FV’s Grievance/Complaint and Hearing/Appeal Procedures.

XVI. DISPUTE RESOLUTION

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

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

XVII. PAYMENT METHODOLOGY

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

This Agreement is subject to and incorporates the following:

a) Attachment B
   i) General terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date set forth below.

Approved by: Approved by Partner
CareerSource Flagler Volusia Department of Education, Division of Vocational Rehabilitation

[Signature] [Signature]
Robin R. King Allison Flanagan
Name Name

[Title] [Title]

[Date] [Date]

11/19/2018 11/26/18
Attachment B

PARTNER TERMS AND CONDITIONS

I  General Description of Workforce Delivery System

Title I of Workforce Innovation and Opportunity Act of 2014 (Act) assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (herein referred to as “Partners”) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties provides access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CareerSource Flagler Volusia (CareerSourceFV) and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Partners will be required to provide services through this system.

II  Role and Responsibilities of Partners

The Partners to this agreement will work closely together to ensure that all CareerSourceFV Career Centers are high-performing work places with staff who will ensure quality of service.

III  All Partners to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor, as applicable;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression, and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part99), as applicable;
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603), as applicable;
- All amendments to each, as applicable; and
- All requirements imposed by the regulations issued pursuant to these acts, as applicable.

IV  Monitoring

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

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

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

V Non-Discrimination and Equal Opportunity

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

The Partners specifically agree that they will comply, as applicable, with section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 36; Final Rule, published December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Nontraditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 37 and 38.

VI Indemnification

All Partners to the MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each partner to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other partner, State, or non-State, for the consequences of any act or omission of any third partner. The Partners acknowledge CareerSourceFV and the One-Stop Operator have no responsibility and/or liability for any actions of the Career Center employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any actions of CareerSourceFV or the One-Stop Operator.

VII Severability

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

**VIII Clear Air Act and Environmental Protection**

All Partners will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

**IX Drug and Alcohol-Free Workplace**

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

**X Complaints and Grievances**

All Partners will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV’s policies.

**XI Certification Regarding Lobbying**

All Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Partners shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**XII Debarment and Suspension**

All Partners shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**XIII Priority of Service**

All Partners certify that they will adhere to all applicable statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**XIV Buy American Provision**

Each Partner that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq) certified that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act"). and referenced in WIOA Section 502 and 20 CFR 683.200(f).

**XV Salary Compensation and Bonus Limitation**
Each Partner certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XVI Non-Assignment

Except as otherwise indicated herein, no Partner may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Partners.

XVII Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Partners shall comply with all applicable Federal and State of Florida laws and regulations, and Local laws to the extent that they are not in conflict with State of Florida or Federal requirements.

XVIII Ownership of Property

Any items or documents produced or purchased under the terms of this MOU shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data, copyrighted and patented materials first produced or delivered under this agreement.

XIX Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the agreement, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

XX Confidentiality

All Partners expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies and legal requirements of all of the other Partners.

Each Partner will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Partner will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who
are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

**XXI Career Center Staffing**

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the Partner represented. All dress code and etiquette provisions of the CareerSourceFV Operational Manual shall be observed.

**XXII Background Checks**

Each Partner is responsible for conducting criminal background checks on all of their assigned staff that will work within the Career Centers as a means of promoting a safe work environment. All Partners are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background check reports are due to CareerSourceFV within ten (10) days of hire.

**XXIII Compliance with Acts relating to Work and Safety**

The Partner shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

**XXIV Insurance**

The Department of Education is self-insured through the Department of Risk Management. The Department of Education will provide a current certificate upon request. The CareerSource is not responsible for lost or damaged contents located in the Career Centers.

The insurance required by this Section shall be maintained at all times during the course of the MOU for the entire period hereof, and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.
Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.
This Plan represents the CareerSource Flagler Volusia efforts to implement the Workforce Innovation and Opportunity Act in Flagler and Volusia Counties, Florida.

This Plan is submitted for the period July 1, 2020 through June 30, 2024. We will operate in accordance with the Plan and applicable federal and state laws, rules and regulations.

ATTEST:

George Becktenwald
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

Ed Kelley
County Chair
Date: 3/11/2020

CAREERSOURCE FLAGLER VOLUSIA

Cheryl Tanenbaum
Chair
Date: 2/14/2020