

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 1, 2013	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Community Action Program

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Memorandum of Understanding with Workforce Alliance, Inc., for the period October 1, 2013, through September 30, 2014, for delivery of self sufficiency services to Palm Beach County Community Action Program participants.

**Summary:** This Memorandum of Understanding (MOU) will establish an organizational framework to integrate the delivery of emergency and self sufficiency services into the One-Stop delivery system with Workforce Alliance, Inc. The MOU satisfies the program delivery requirement contained in the Department of Economic Opportunity Community Service Block Grant (CSBG) application. No County funds are required. (Community Action Program) Countywide (TKF)

**Background and Justification:** The FY 2013-2014 CSBG agreement requires that the recipient establish a MOU with the Workforce Alliance, Inc. The goal is to eliminate unwarranted duplication of services through a seamless process and enhance participation and performance of customers served through the system. It is also a requirement for the agreement to be renewed annually.

**Attachments:** Memorandum of Understanding with Workforce Alliance, Inc.

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Recommended By:		<u>9/9/13</u>
	Department Director	Date
Approved By:		<u>9/23/13</u>
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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**Is Item Included In Current Budget?** Yes   X   No       

**Budget Account No.:**

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**There is no fiscal impact associated with this item.**

### C. Departmental Fiscal Review:

Taruna Malhotra, Director, Financial & Support Svcs.

### **III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

OFMB/RN 9/11 cc 9/11/13

*An. J. Jacobson* 9/20/13  
Contract Development and Control  
9-20-13 *B. Wheeler*

**B. Legal Sufficiency:**

  
Chief Assistant County Attorney

**C. Other Department Review:**

**Department Director**

**This summary is not to be used as a basis for payment.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WORKFORCE ALLIANCE, INC.  
AND BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY  
FOR THE DELIVERY OF SERVICES FOR COMMUNITY ACTION PROGRAM  
PARTICIPANTS**

The following Memorandum of Understanding (the "Agreement") sets forth the terms of Agreement for cooperation and consultation between Workforce Alliance, Inc. (the "Alliance") and the Board of County Commissioners of Palm Beach County (the "County") with regard to the workforce program services delivered by County staff in the One-Stop delivery system established as part of the Community Service Block Grant administered by the Palm Beach County Community Action Program (the "Program").

**I      Governing Law**

The Workforce Investment Act of 1998 shall be the principle law that governs the Alliance and the County relative to the delivery of Program services within the One-Stop delivery system established by the Alliance. The Alliance and the County shall also comply with the applicable federal and state law and rule that governs each of the above referenced Program delivered workforce service.

**II      Purpose of Agreement**

It is the purpose of this Agreement to establish an organizational framework to integrate the delivery of Program workforce services into the One-Stop delivery system established by the Alliance. The Agreement satisfies the requirements contained in the Workforce Investment Act of 1998 for a Memorandum of Understanding between the Alliance and the County for the delivery of these services within the locally managed One-Stop delivery system. The Agreement defines the partnership between the Alliance and the County to provide Program workforce services in a coordinated, seamless, and customer friendly manner within the locally established One-Stop delivery system.

**III     Duration of Agreement**

This Agreement shall commence on the date of execution and shall remain in full force and effect until the 30th day of September, 2014 or until the Agreement is cancelled by either party in accordance with the terms set forth herein.

#### **IV Goals**

The One-Stop delivery system is designed to accomplish the following:

- To eliminate unwarranted duplication of services through a seamless process, reduce administrative cost, and enhance participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services and more efficient management of limited financial and human resources.

#### **V Statement of Work**

**Community Action will:**

- 1. Provide information and referral for Job Seekers to the Workforce Alliance, Inc.'s Career Centers
- 2. Provide speakers, flyers, and program updates to the Alliance.
- 3. Provide employment support services to participants being case managed by the Alliance that would include, but not be limited to: emergency assistance including rental and utility payments and income tax preparation and filing.
- 4. Send notice to the Alliance when employment opportunities are available for clients.
- 5. Provide volunteer opportunities for the Alliance's clients and report volunteer hours back to the agency on a monthly basis.

**The Workforce Alliance through its Direct Service Providers, Career Center staff will:**

- 1. Provide direct services to eligible Job Seekers, including: computerized job bank, career center resources, including access to fax machines, phones, copiers, etc. at no cost to the Job Seekers.
- 2. Inform the Program of workshops designed to improve job searches, local labor market information, skills assessments, and special programs for people with specific needs. This would include programs for veterans, and the disabled.
- 3. Assign a staff to participate in the Program's Advisory Board meetings.
- 4. Participate in the Comprehensive Community Needs Assessment process by providing data relevant to the local workforce and assisting the Program in establishing priorities for funding allocation.

#### **VI Program Records**

Both parties agree to share confidential customer and program information within the limits established by federal and state laws and regulations governing confidentiality. Both parties also agree to provide access and share any forms that may be used in the delivery of workforce services in the local One-Stop delivery system.

**VII Modification or Cancellation of Agreement**

The Agreement may be modified at any time in writing by mutual consent of the parties. Either party upon written notification of the change to the other party can effect simple and minor changes. Unless requested by the other party, these changes do not require a formal modification of this Agreement.

The Agreement may be cancelled by either party upon twenty-four (24) hours written notice except where the cancellation is for cause due to a material breach of any of the provisions of the Agreement in which case it may be cancelled upon delivery of written notice to the other party.

**IN WITNESS THEREOF**, the parties here to have cause this Agreement to be executed by their duly authorized representative respective on the latest day and year noted below.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Steven L. Abrams, Mayor

**AGENCY:**  
For the Regional Workforce Board  
Workforce Alliance, Inc.

BY: Steve Craig Acting CEO  
Steve Craig, President and CEO

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS:**

BY: \_\_\_\_\_  
County Attorney

BY: Channell Wilkins  
Channell Wilkins, Director  
Department of Community Services