PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 19, 2013			Consent Ordinance] e []	Regular Public Hearing		
Department Submitted By:	Community Service Division of Senior	ces						
I. EXECUTIVE BRIEF								
Motion and Title: Staff recommends motion to approve: Non-Financial Agreement No. 2013-015 with Workforce Alliance, Inc., to provide work experience and training activities for Workforce Alliance, Inc. Program participants at DOSS work sites effective November 19, 2013.								
participants at DOS	Summary: This agreement will allow Workforce Alliance, Inc. to place program participants at DOSS work sites for the provisions of work experience and training activities. No County funds are required. (DOSS) <u>Countywide</u> (TKF)							
Background and Justification: This agreement will facilitate the utilization of Workforce Alliance, Inc. program participants for a job training experience. The participants do not displace regular employees, but work with employees under close supervision to increase their employability skills for eventual placement into unsubsidized paid employment leading to economic self-sufficiency for the individual. As a result of the agreement the County will use these volunteers to provide general clerical office duties.								
Attachments: Non-Financial Agreement with Workforce Alliance, Inc.								
Recommended By: 10/25/13 Department Director Date								
Approved By:	Assistant County	Admir	nistrator			11-12 - 13 Date		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018					
Capital Expenditures	apital Expenditures									
Operating Costs	Operating Costs									
xternal Revenue										
rogram Income										
In-Kind Match (County)	-Kind Match (County)									
NET FISCAL IMPACT										
# ADDITIONAL FTE POSITIONS (Cumulative)										
Is Item Included In Curre Budget Account No.: Fund Dept Un										
B. Recommended So There is no fiscal im				ipact:						
C. Departmental Fisc	al Review: Taru	Malhotra	, Director, F	Financial &	Support Svcs.					
		V COMMEN								
A. OFMB Fiscal and/o	or Contract Dev	relopment a	na Controi	Comment	5.					
Dusu Newy 11/6/13 And J-Adeology 11/12/13 OFMB KID Ce 11/6/13 Contract Development and Control 11/6										
B. Legal Sufficiency:										
Thief Assistant County Attorney										
C. Other Department	Review:									
Department Directo	r				,					

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

COMMUNITY SERVICE & WORK EXPERIENCE PROGRAM

NON-FINANCIAL AGREEMENT NUMBER 2013-015 BY AND BETWEEN

WORKFORGE ALLIANCE, INC.

1951 North Military Trail, Suite D, West Palm Beach, Florida 33409 AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (INSERT PROVIDER NAME)

PROVIDER FEI #: 59-6000785
PROVIDER ADDRESS: 810 DATURA STREET, ROOM 300, WPB, 33401
PROVIDER DESCRIPTION: PROVIDE QUALITY SERVICES TO SENIORS

WHEREAS, Workforce Alliance, Inc. (hereinafter "Alliance") wishes to place Alliance Program participants with the Provider for the provisions of work experience and training activities; and

WHEREAS, the Provider wishes to provide work experience and training activities for Alliance Program participants (hereinafter "participants");

NOW THEREFORE, the parties enter into this Agreement for the provision of work experience and training activities work site services upon the following terms and conditions:

l. Term

This Work Experience Program Non-Financial Agreement ("Agreement") shall begin on the date last signed by both parties. This Agreement shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this Agreement or a participant has not completed his/her work experience with the Provider, in which event this Agreement shall continue to be in full force and in effect until the duration of the remaining time required for the participant to complete his/her work experience with the Provider.

II. Participant Status

The participant is not an employee of the Provider or Alliance.

III. Independent Contractor

Both parties in the performance of this Agreement will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another.

IV. Provider Representations and Duties

1. Provider represents that:

<u>X</u>	it is a private	non-profit or	public	non-profit	corporation,	or lo	cal governmental entity.

___it is a private for-profit or public for-profit entity licensed to do business in the State of Florida.

and is capable of providing a work experience to Alliance participants in accordance with the terms of this Agreement.

2. Provider agrees to:

- A. develop and provide a work site designed to provide participants with a non-paid, job training experience commonly referred to as a "Work Experience".
- B. maintain the confidentiality of all information provided by or about any participant, except as otherwise approved and authorized in writing by the participant, or as otherwise authorized by law.

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- C. provide participants with a work experience described in "Attachment A Work Site Training Outline/Job Description" and attached hereto.
- D. provide work experience training to participants so he/she can adequately perform his/her work experience. Work experience hours shall not exceed the maximum hours per month stated on the participant's referral.
- E. provide participants with the same working hours, lunch periods and break times that would be afforded to paid employees.
- F. not to place participants in positions that are involved in political activity or the instruction of worship and not to engage participants in sectarian activities or in the construction of sectarian facilities. Participants may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- G. notify Alliance in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
 - a) the participant has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
 - b) the participant was not accepted by the Provider into a work experience.
 - c) the participant has experienced absenteeism or sickness or other problems.
 - d) the participant secured employment with the Provider or with another entity.
- H. comply with all applicable federal, state and local laws, regulations, policies and procedures relative to Alliance's work experience program.
- 1. obtain written approval from Alliance before assigning this Agreement.
- J. complete and maintain the required participant time record forms, referral, progress reports and periodic evaluation forms and provide such records upon request by Alliance for monitoring purposes.

V. Alliance Representations and Duties

1. Alliance agrees to:

- A. provide a written referral to the Provider for consideration in a work experience with the Provider containing the participant's name, date of referral and the Program in which the participant is a recipient.
- B. provide supportive services, subject to funding availability, to eligible participants that enable the participant to maintain his/her work experience activities and that are allowed by the Program rules, laws and regulations.
- C. inform the Provider of the maximum number of hours each participant is required to participate and the expected length of the participant's placement in the work site activity.
- D. provide the required participant time record forms, progress reports and periodic evaluation forms to be completed by the Provider.
- E. complete "Attachment C Work Site Letter Transmittal".

VI. Manner of Service Provision

- 1. The work site Work Site Training Outline/Job Description ("Attachment A") must be approved by Alliance prior to the work experience beginning for any participant.
- 2. Provider agrees to provide the necessary instruction, supervision and equipment for a participant to perform work experience duties.

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- 3. Provider agrees to submit to Alliance on a weekly basis a work experience training program time sheet signed and dated by Provider and the participant. The employee(s) noted by Provider on "Attachment B Authorizing Signature Page" of this Agreement will be responsible for signing the participant's time sheet. Only those Provider employee(s) noted on "Attachment B Authorizing Signature Page" and the Alliance Community Service & Work experience referral issued by Alliance will be authorized to sign the participant's time sheet.
- 4. Provider shall train the participant with the necessary skills for an entry level work experience in the designated job title.
- 5. No participant may participate in a Provider work experience unless the participant is referred to Provider by Alliance in writing and in accordance with the terms of this Agreement.
- 6. All participants are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida. Participants shall not be considered employees of Provider, although Provider shall have all supervisory responsibility.
- 7. No currently employed Provider employee shall be displaced by a participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fall to fill a vacancy so that a worksite participant may fill the job requirements. Based upon the above, Provider must ensure that employees of Providers organization are notified of the Work Experience Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the Work Experience Program Non-Financial Agreement is with the expectation that Provider will be monitored by Alliance for compliance with this provision and Providers that violate this provision of the Agreement and requirement of the law will be terminated from participation in the program.
- 8. No participant shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining agreement.
- 9. Provider may conduct background checks of potential participants as necessary and as a prerequisite for acceptance of any participant at a work site.

VII. Termination

Either party may terminate this Agreement, with or without cause, at any time by giving written notice five days in advance to the other party. This Agreement will be modified at anytime without notice to the other party upon change or amendment to any law or regulation that governs the Program.

VIII. Notice and Contact

The name, address and telephone number of each parties representative to this Agreement is as follows:

Alliance

President/CEO
Workforce Alliance, Inc.
1951 North Military Trail, Suite D
West Palm Beach, Florida 33409
Telephone (561) 340-1060 Ext. 2221

Provider

Point of Contact Name: Palm Beach County Division of Senior Services

Address: 810 Datura Street, Room 300, WPB, FL 33401

Telephone: Dorothy Little (561) 355-4683

E-Mail: Dlittle@pbcgov.org

In the event a different representative is designated by either Party after execution of this Agreement, written notice including the name, address and telephone number of the new representative will be sent in writing to the other Party.

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IX. Monitoring

At any time and as often as Aliance, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Provider shall make available all appropriate personnel for interviews and all participant records or other data relating to matters covered by this Agreement for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. Provider shall respond in writing to monitoring reports and requests for corrective action plans within 20 working days after the receipt of such request from Alliance.

X. Indemnification

To the extent permitted by applicable law including Federal law and regulation as currently reflected in OMB Circular A-122, Attachment B, subsections 10 and 22, Alliance shall protect, defend, reimburse, indemnify and hold Provider, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Alliance.

XI. Insurance

Alliance shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein to the extent permitted by Federal law and regulation, currently found in OBM Circular A-122 Attachment B subsection 22 (the "Federal Limitation"). Alliance shall agree to provide the Provider with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as Provider's review or acceptance of insurance maintained by Alliance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Alliance under the Agreement.

XII. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. All other prior agreements, understandings and representations regarding the subject matter hereof are hereby superseded and terminated.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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By signing this Agreement, I represent to the other party that I have the legal authority to sign this Agreement. Further, by signing this Agreement, I acknowledge, agree, and represent to the other party that I have the legal authority to bind my agency, business, or legal entity, including its officers, boards, employees, staff, to perform the duties, responsibilities, and other obligations set forth in this Agreement and any attachment thereto.

APPROVED B	Y Workforce Alliance, Inc. (Alliance)
By:	e, Steve Craig President/CEO
WITNESS:	nay Butler
DATE	10-14-13
PROVIDER:	PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida
SIGNED BY: Chair	XSYGVSK K.XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
SHARON R. B	OCK, Clerk and Comptroller
BY:	
DATE:	
FEDERAL ID N	NUMBER: <u>59-6000785</u>
FISCAL YEAR	END DATE:
Approved as to	o form and legal sufficiency
Chief Assistan	t County Attorney
Approved as to	terms and conditions
Department DI	rector

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WORK SITE TRAINING OUTLINE/JOB DESCRIPTION

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

1.	Work Site Name and Location: Enter the le	er - 2916 State Road	5, Belle Glade, FL
	Worksite Business Status: [check one]	Nonprofit or Public Organiz	ation For Profit
2.	Contact Person:	· Title:	
	Telephone Number:	Fax Number:	Ì
	Alternate Person:	Title:	, [
	Telephone Number:	Fax Number:	
	tle Staff Massagant/	3:	4.
W	THE TO THE SMITH THE SMITH SMI	WITH FS SMIW	THES SMTWTHES
W	urs up to 35 hrs/week		
	Siots lable		
3.	Work Site Duties: List the specific job dutie	s at the work site the participant w	ill perform for each job title listed above
<u> 10</u>	b Title #1 Job Duties:		
	See attacked Muster,	y Skills list.	•
<u>Jo</u>	b Title #2 Job Duties:		
			:
ا <u>اه</u>	b Title #3 Job Duties:		
1			
4.	List any pre-requisites for acceptance of a etc) for the work site activity.	participant (finger printing, bac	kground check, interview, testing,
Γ	In terview		
ı	were the first transfer		
			•

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WORK SITE TRAINING OUTLINE/JOB DESCRIPTION

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

<u>Work</u>	site Business Status: [chec	ck one] Nonprofit or Publ	ic Organization	For Profit		
2. Conta	act Person:		Title:			
Tel	ephone Number:	Fax Nu	umber:			
Altern	ate Person:	Title:				
T	elephone Number:	Fax Nu	ımber:	:		
Job Title Work	Staff Assistant / Ande	2. 3. S M T W TH F S S	MTWTHFS	A. SMTWTHFS		
Days Work Hours of Slots	up to 35 hrs/wk					
Job Title #	#1 Job Duties: See a Hached #2 Job Duties:	i job duties at the work site the pa		or each job title listed above		
Job Title #	f3 Job Duties:					
etc) for	pre-requisites for accepta the work site activity. Terview	nce of a participant (finger prin	iting, background ch	eck, interview, testing,		

	~···	ATT	ACHI	MENT	<u> </u>	3	
WORK	SITE	TRAINING	OUT	LINE/	JOB	DESCR	IPTION

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

	l County Senior Cent site Business Status: [chec			For Profit				
2. Contact Person:								
Tel	ephone Number:	Fa	Fax Number:					
Altern	ate Person:	Titl	e;					
 То	elephone Number:	Fa	(Number:	•				
Job Title Work Days Work	Staff Assistant / Aide 1. SMTWTHFS □ 단단단단단	2. SMTWTHFS	3. S M T W TH F	4. S S M T W TH F S				
Hours F of Slots Available	up to 35 hrs/wk							
Job Title	3. Work Site Duties: List the specific job duties at the work site the participant will perform for each job title listed above Job Title #1 Job Duties: See attached Mastery Skills //3 f. Job Title #2 Job Duties:							
Job Title	#3 Job Duties:							
etc) fo	ny pre-requisites for accepta r the work site activity. In ter VIEW	ance of a participant (finge	printing, background	check, interview, testing,				

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ATTACHMENT B - 1 AUTHORIZING SIGNATURE PAGE

Please include the names of all those persons in your organization that would be responsible for signing all timesheets submitted to Alliance. This will help Alliance ensure that those signing the timesheets are valid and accurate. Alliance appreciates your assistance!

PROVIDER STAFF NAME (PRINT)	STAFF SIGNATURE
Faith Manfra	Fair Mayor
Dorothy Little	Dosty Lytt
Alnita Coleman	alvita Chemen
Hugo Montenegro	thellen
Patty Jordan	Patty Pordan
Debbie Blake	Delacce
Antoinette Austin	alle
Joseph Horvath	Jour Har
Keith Babb	Deitto co peton

ATTACHMENT C WORK SITE LETTER OF TRANSMITTAL

Attached please find a Work Site Agreement that requires your approval. Please review the Agreement. Upon your approval sign your name and date below and forward the Agreement to the next individual listed on this transmittal page.

1. PERSON INITIATING THE AGREEMENT

trick Canone 10-14-13

Name

Date

2. ALLIANCE WTP PROGRAM DIRECTOR

mara Luce / Name

Date

3. ALLIANCE CONTRACTS DEPARTMENT ATTN: Contracts Manager

1951 North Military Trail, Suite D West Palm Beach, Florida 33409



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

00/504050	CERTIFICATE MUNICEDI Comb. TD. 40	0000	DE/	ISION NUMBER:			
		INSURER F:					
West Palm Beach FL 33409		INSURER E:					
1951 N. Military Trail Ste.	D	INSURER D: Continental Casualty Ins. Co.			25402		
Workforce Alliance, Inc.		INSURER C: Employers Assurance Company					
INSURED		INSURER B: Owners Insurance Company					
		INSURER A : Ph	iladelphia Indemn	ity Ins Co.			
West Palm Beach FL 33411-27	18	INSURER(S) AFFORDING COVERAGE			NAIC#		
2054 Vista Parkway, Suite 4		E-MAIL ADDRESS:		(A/C, No):			
Wells Fargo Insurance Servi		PHONE (A/C, No. Ext):					
PRODUCER		CONTACT NAME: Clark Weimer DHONE FAX					

105	1951 N. Military Trail Ste. D			 -	INSURER D: Continental Casualty Ins. Co. 25402			
	_			· · · · · · · · · · · · · · · · · · ·				
Wes	t Palm Beach FL 33409				NSURER E :			
L					NSURER F:		REVISION NUMBER:	
TI	VERAGES CEF HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF I	NSUR EMEN	NT, TERM OR CONDITION O THE INSURANCE AFFORDED	BEEN ISSUED TO F ANY CONTRACT D BY THE POLICIE	THE INSURE OR OTHER DESCRIBED	D NAMED ABOVE FOR THE	TO WHICH THIS
INSR LTR		ADDL	SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
LTR	TYPE OF INSURANCE GENERAL LIABILITY	INSR	WVD	POLICY NUMBER	(MM/DD/TTTT)	(MINIODITTT)	EACH OCCURRENCE \$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY			PHPK956368	12/30/2012	12/30/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$	5,000
						İ	PERSONAL & ADV INJURY \$	1,000,000
							GENERAL AGGREGATE \$	2,000,000
l	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$	2,000,000
ļ	POLICY PRO-						. \$	
<u> </u>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
В	X ANY AUTO			4871432900	2/14/2013	2/14/2014	BODILY INJURY (Per person) \$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
İ	X HIRED AUTOS X AUTOS						PROPERTY DAMAGE \$ (Per accident)	
	AUTOS					i	. \$	
D	X UMBRELLA LIAB OCCUR			L4031235395	12/30/2012	12/30/2013	EACH OCCURRENCE \$	7,000,000
İ	EXCESS LIAB CLAIMS-MADE		i		İ		AGGREGATE \$	7,000,000
	DED X RETENTIONS 10,000						\$	-
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV702513315	7/1/2013	7/1/2014	WC STATU- OTH- TORY LIMITS ER	
Ť	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$	500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA					E.L. DISEASE - EA EMPLOYEE \$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	500,000
							\$	
10 Con age c/ ger	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 10 day notice of cancellation applies for non payment of premium Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it''s officers, employees, and agents c/o Palm Beach County Department of Airports, are named as additional insured with respect to general liability, and excess liability. Waiver of subrogation applies in favor of certificate holder. Re: lease of 3200 Belvedere Road, Bldg. 1169, West Palm Beach, FL. 33406							

CERT	IFICA	TE	HOL	DER

CANCELLATION

Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida c/o Palm Beach County Dept. of Airports 846 PBIA West Palm Beach FL 33406 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ada Black

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ACORD 25 (2010/05)

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