

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 1, 2014	<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: Farmworker Jobs & Education Program

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I. EXECUTIVE BRIEF

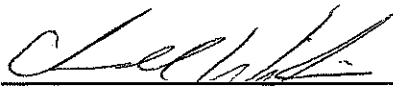
**Motion and Title:** Staff recommends motion to approve: Memorandum of Understanding with CareerSource Palm Beach County for the period April 1, 2014, through June 30, 2015, for delivery of workforce services to farm workers.

**Summary:** This Memorandum of Understanding (MOU) will establish an organizational framework to integrate the delivery of workforce services into the One-Stop delivery system. The MOU satisfies the delivery requirement contained in the Workforce Investment Act of 1998. No County funds are required. (Farmworker Jobs & Education Program) Countywide (TKF)

**Background and Justification:** The Palm Beach County Farmworker Jobs & Education Program has been providing services to the farm worker population of Palm Beach County for 36 years. The program is currently funded under the Workforce Investment Act, Title I, Section 167 through the State of Florida, Department of Education.

**Attachments:** Memorandum of Understanding with CareerSource Palm Beach County

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Recommended By:  3/25/14  
Department Director Date

Approved By:  3/28/14  
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)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>0</b>			

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

Budget Account No.:

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

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

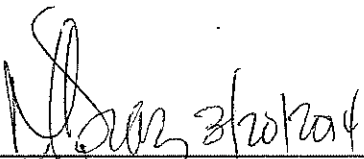
No Fiscal Impact.

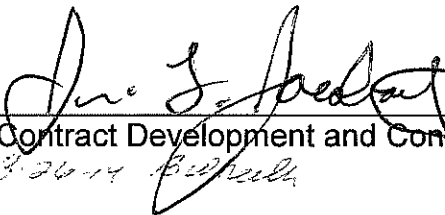
**C. Departmental Fiscal Review:**

\_\_\_\_\_  
Taruna Malhotra, Director, Financial & Support Svcs.

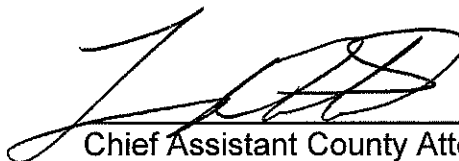
**III. REVIEW COMMENTS**

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

  
\_\_\_\_\_  
OFMB *3/20* *ce*  
*3/20* *3/20*

  
\_\_\_\_\_  
Contract Development and Control  
*3/26/14* *Julie Spedden*

**B. Legal Sufficiency:**

  
\_\_\_\_\_  
Chief Assistant County Attorney  
*3/28/14*

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CAREERSOURCE PALM BEACH COUNTY.  
AND BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY**

**FOR THE DELIVERY OF SERVICES TO FARMWORKERS  
UNDER TITLE I, SECTION 167 OF WORKFORCE INVESTMENT ACT**

The following Memorandum of Understanding (the "Agreement") sets forth the terms of Agreement for cooperation and consultation between CareerSource Palm Beach County. (the "CareerSource") and the Board of County Commissioners of Palm Beach County (the "County") with regard to the CareerSource program services delivered by County staff in the One-Stop System established within Workforce Region #21 as part of the Palm Beach County Farmworker Jobs and Education Program (the "Program").

**I. Applicable Workforce Programs**

This Agreement covers the delivery of the following program services:

- Workforce activities authorized under Title I of the Workforce Investment Act including counseling, training, and placement.
- Provision of Labor Market Information (LMI)
- Other workforce program services that may be directly provided by the Program.

**II Governing Law**

The Workforce Investment Act of 1998 shall be the principle law that governs the CareerSource and the County relative to the delivery of Program services within the One-Stop system established by CareerSource. The CareerSource 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.

**III 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 CareerSource. The Agreement satisfies the requirements contained in the Workforce Investment Act of 1998 for a Memorandum of Understanding between the CareerSource and the County for the delivery of these services within the locally managed One-Stop delivery system. The Agreement defines the partnership between the CareerSource and the County to provide Program workforce services in a coordinated, seamless, and customer friendly manner within the locally established One-Stop delivery system.

#### **IV Duration of Agreement**

This Agreement shall commence on the date of execution and shall remain in full force and effect until the 30 day of June, 2015 or until the Agreement is cancelled by either party in accordance with the terms set forth herein.

#### **IV. Statement of Work**

The County shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under WIA Title I, Section 167 and any other applicable federal and state laws for the workforce program services directly delivered by the Program. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of law and regulation that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

The CareerSource and the County agree to share resources in supporting those core and intensive services common to each of the programs administered by each party. The County will support the Board in providing the following common core and intensive One-Stop Services.

##### **Core Services:**

- Outreach and recruitment
- One-Stop delivery system orientation
- Employment statistics information
- Information on training providers
- Local area performance measures
- Supportive services information
- Eligibility determination for all WIA Title I programs
- Assistance in establishing eligibility for WIA funded financial aid and other financial aid
- Job search, job referral, and placement assistance
- Career counseling
- Initial assessment

##### **Intensive Services:**

- Comprehensive assessment of skill levels and service needs
- Diagnostic testing and evaluation of occupational skills, educational skills
- Identification of employment barriers and employment goals
- Development of an Individual Employment Plan
- Individual and group counseling
- Career planning
- Adult education, literacy, ESOL, and GED
- Dropout prevention activities
- Needs based payments
- Paid work experience

**Training Services:**

- Occupational skills training
- On-the-job training
- Occupational training programs operated by the private sector
- Skill upgrading and retraining
- Training related supportive services which will enable farm workers to complete training services

**Related Assistance:**

- Emergency assistance
- Workplace safety and farm worker pesticide safety instruction
- English language classes and basic education classes
- Other supportive services described in the project plan

**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-Step 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.

Steve Craig  
Signature

Steve Craig, President and CEO  
For the Regional Workforce Board  
CareerSource Palm Beach County

\_\_\_\_\_  
Signature

Priscilla A. Taylor, Mayor  
For the Board of County Commissioners  
of Palm Beach County

3-3-14

**APPROVED AS TO TERMS  
AND CONDITIONS**

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\_\_\_\_\_  
Date

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

**BY:** [Signature]  
**DEPARTMENT HEAD**

**By:** \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_