

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

4C1

Meeting Date: June 5, 2018 ☐ Consent ☒ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) adopt** a Resolution of the Board of County Commissioners of Palm Beach County, Florida approving the CareerSource Palm Beach County (CSPBC) Fiscal Year 2018-2019 Budget in the amount of \$14,489,148 for its programs under Public Law 113-128, enacted by Congress effective July 1, 2015 which Act is known as the Workforce Innovation and Opportunity Act (WIOA) of 2014; **B) approve** a waiver from the Statutory Individual Training Account (ITA) requirement.

Summary: On December 16, 2014, the Board of County Commissioners (BCC) approved a contract to administer grant funds (R2014-1894) with CareerSource Palm Beach County (CSPBC) which services include the design, coordination, and implementation of the local workforce development system for Palm Beach County. CSPBC receives Federal funding through the State Department of Economic Opportunity (DEO). Funds are received by the DEO from the US Department of Labor, US Department of Health & Human Services, and the US Department of Agriculture. These are formula funds which are based on the Federal budget and the local population statistics.

The Fiscal Year 2018-2019 Budget, in the amount of \$14,489,148, includes the following revenue sources: \$11,670,260 from the US Department of Labor; \$2,198,888 from the US Department of Health and Human Services for Temporary Assistance for Needy Families; \$320,000 from the US Department of Agriculture for the Supplemental Nutrition Assistance Program; and \$300,000 from private grants and local government.

CSPBC is requesting a waiver of the statutory Individual Training Account requirement from CareerSource Florida. Approval for a waiver is necessary to ensure that overall services to participants are not reduced. The DEO requires at least 50% of the Adult and Dislocated WIOA funds to be spent on individual training activities. Due to continued decrease in funding, CSPBC is concerned that the 50% criteria may not be met and as a result is requesting a waiver from the requirement. Although a waiver will be sought, CSPBC will strive to meet the 50% requirement. Staff is recommending approval of the amendment of the Contract to Administer Grant Funds for the Fiscal Year 2018-2019. Countywide (HH)

Background and Justification: On May 2, 2004, the BCC approved the Local Elected Officials Agreement (LEO) (R2004-0838) with Workforce Alliance, Inc. (WA) to implement the provisions of the Workforce Investment Act of 1998 and the Workforce Innovation Act of 2002. On July 10, 2007, the BCC approved an Interlocal Agreement (R2007-1220) creating the Palm Beach Workforce Development Consortium one of which purpose was to employ the staff of WA. On September 11, 2007, the BCC approved the First Amendment (R2007-1446) clarifying responsibilities of the Consortium and the Independent Special District. On July 22, 2008, the BCC approved Amendment No. 2 to the Interlocal Agreement (R2008-1268) authorizing the designation of a Regional Workforce Board as a One Stop Operator and Direct Provider of certain services. On November 18, 2014, the BCC approved Amendment No. 3 (R2014-1650) establishing the County as the Chief Elected Official and adding the City of West Palm Beach as a Consortium member.

Attachments:

1. Resolution of the Palm Beach County Board of County Commissioners approving the CareerSource Palm Beach County Fiscal Year 2018-2019 Budget
2. CareerSource Palm Beach County Budget
3. CareerSource Palm Beach County Board Minutes of February 22, 2018 approving the Budget
4. Contract to Administer Grant Funds (R2014-1894)

Recommended by:


Steve Craig, President/CEO CareerSource PBC 5-30-18 Date

Approved by:


County Administrator 6/4/18 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
(County)					
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
# Additional FTE	0	0	0	0	0
Positions (Cumulative)					
Is Item Included in Current Budget:	Yes	_____	No	X	_____

Budget Account No:

Reporting Category _____

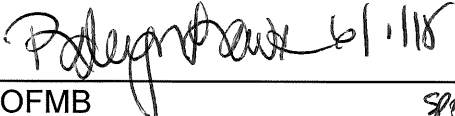
B. Recommended Sources of Funds/Summary of Fiscal Impact:

NO FISCAL IMPACT

Departmental Fiscal Review: _____

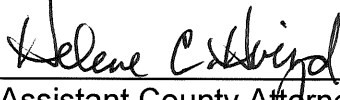
III. REVIEW COMMENTS

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


OFMB 8/6/31


Contract Development & Control 6/4/28 TW

A. Legal Sufficiency:


Assistant County Attorney

A. Other Department Review:

Department Director

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

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING THE CAREERSOURCE PALM BEACH COUNTY FISCAL YEAR 2018-2019 BUDGET IN THE AMOUNT OF \$14,489,148 FOR ITS PROGRAMS UNDER PUBLIC LAW 113-128 ENACTED BY CONGRESS EFFECTIVE JULY 1, 2015, WHICH ACT IS KNOWN AS THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014, Sec. 106., Workforce Development Areas, states the Governor of the State shall designate local workforce development areas within the State through consultation with the State board and after consultation with chief elected officials; and

WHEREAS, the State of Florida's Workforce Development Board, CareerSource Florida, created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas; and

WHEREAS, the County of Palm Beach has been designated by the Governor of the State of Florida as a Local Workforce Development Board (LWDB 21); and

WHEREAS, the Palm Beach County Board of County Commissioners has designated CareerSource Palm Beach County as the fiscal agent, grant recipient and administrative entity to administer Workforce Innovation and Opportunity Act, Welfare Transition, Wagner-Peyser Act and such other funding sources as may be available to support workforce development activities for Palm Beach County, Florida; and

WHEREAS, the Workforce Boards Accountability Act, House Bill 7023, approved by the Florida Legislature effective July 1, 2012 requires that CareerSource Palm Beach County develop a budget for certain purposes, subject to the approval of Palm Beach County, Florida as Chief Elected Official; and

WHEREAS, CareerSource Palm Beach County approved its proposed Fiscal Year 2018-2019 budget on February 22, 2018 which includes an approval to request a waiver of the statutory Individual Training Account requirement from CareerSource Florida.; and

WHEREAS, the Palm Beach Workforce Development Consortium approved CareerSource Palm Beach County, Inc.'s proposed Fiscal Year 2018-2019 budget on April 29, 2018 which includes an approval to request a waiver of the statutory Individual Training Account requirement from CareerSource Florida.; and

WHEREAS, CareerSource Palm Beach County has submitted the approved budget to the Board of County Commissioners for its review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

1. CareerSource Palm Beach County has recommended to the Palm Beach County Board of County Commissioners that the proposed Budget for Fiscal Year 2018-2019 as submitted by CareerSource Palm Beach County be approved.

Attachment 1

2. The Palm Beach County Board of Commissioners hereby approves the Budget as submitted.
3. The Palm Beach County Board of County Commissioners hereby gives its approval for CareerSource Palm Beach County to request a waiver of the statutory Individual Training Account requirement from CareerSource Florida.
4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and being put to a vote, the vote was as follows:

MELISSA McKINLAY, Mayor	-
MACK BERNARD, Vice Mayor	-
HAL R. VALECHE	-
PAULETTE BURDICK	-
DAVE KERNER	-
STEVEN L. ABRAMS	-
MARY LOU BERGER	-

The Mayor thereupon declared the Resolution duly passed and adopted this 5th day of June, 2018.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**ATTEST: SHARON R. BOCK,
Clerk and Comptroller**

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

CareerSource Palm Beach County, Inc.
2018-2019 Budget

Revenues:	
US Department of Labor passed through the State DEO	11,670,260
US Department of Health and Human Services passed through the State DEO	2,198,888
US Department of Agriculture passed through the State DEO	320,000
Local Government	100,000
Private Grants	200,000
Total Revenues	<u>14,489,148</u>
Expenditures:	
Program Services	13,040,233
Administration	1,448,915
Total Expenditures	<u>14,489,148</u>

Attachment 2

**FINAL CAREERSOURCE PALM BEACH COUNTY, INC.
BOARD OF DIRECTORS MEETING MINUTES
THURSDAY, FEBRUARY 22, 2018 - NOON
3400 Belvedere Road, West Palm Beach, Florida 33406**

Board Members

Attending: Kenneth Kirby, David Talley, George Elmore, Margaret Pearson, Dorothy Ellington, Ava Parker, Ashley Tripp, Penny Rodgers

Via Telephone: Dr. Mel Coleman, Mayor Melissa McKinlay, John Boggess, Roger Hudspeth II, Jacquelyn Medford, Javin Walker

Board Counsel: David Baker

Staff Attending: Steve Craig, Tom Veenstra, Norman Cushon, Erica Scarpati (via telephone), Michael Corbit, Sue Craig, Holly Carson, Eugene Spann, Ana Florentino, Patricia Bastidas, Sandra Raffaelli, Ernesto Passarini, Fran Weitz-Brown, Dina Hill, Julia Dattolo, Madison Ciklin, Gene Wheeler, Peter Pignataro, Eduardo Gruvman, Sharon Brea

Public: Paul Hederman, President, Cambridge Consulting, LLC; Cynthia Gaber, Area 7 Director, Florida Department of Education Division of Vocational Rehabilitation; Lauren Veit, Area Supervisor, Florida Department of Education Division of Vocational Rehabilitation

I. CALL TO ORDER AND WELCOME

Board Chair Kenneth Kirby welcomed board members, guests and staff and called the meeting to order.

II. AGENDA APPROVAL

- a. Proposed Amendments: Kenneth Kirby asked if there were any changes to the agenda. Steve Craig noted the following three additions to agenda item "V. Informational" add "e. Grant Tracker Update", "f. Claim Your Future Showcase" and "g. FY2019 Trump Budget Highlights".
- b. Approval of Agenda: A motion was made by David Talley to approve the agenda as amended and seconded by George Elmore. The motion carried and the agenda as amended was unanimously approved by the board.

III. PUBLIC COMMENTS

Kenneth Kirby noted members from the public were present at the meeting, no public comments cards had been submitted and asked if there were any public comments. There were no public comments.

IV. CONSENT APPROVAL

- a. Minutes from November 16, 2017
- b. Approval of Budget 2018/2019
- c. CareerSource Palm Beach County, Inc. – Audit – Year Ended June 30th, 2017
- d. One-Stop Career Center Operator - Cambridge Consulting, LLC - Renew and Amend Contract
- e. Schoolhouse Consulting Group
- f. WIOA Local Plan – Two-Year Modification
- g. Board of Director Memberships i. Mayor Melissa McKinlay – Palm Beach County Board of Commissioners' Representative to serve on our Board of Directors and Consortium (Replaces Commissioner Mack Bernard); ii. Mark H. Bryan, CEO, Delray Medical Center – Resigned on Friday, January 5th, 2018
- h. Approval of New Youth Council Member i. Lauren Veit, Area Supervisor, FL – Department of Education Vocational Rehabilitation

Kenneth Kirby noted the above items a. through h. and asked if there were any questions, comments or if a board member wished to pull a consent item from the agenda. There were none. A motion was made by Penny Rodgers to approve the consent portion of the agenda items a through h. and seconded by George Elmore. The motion carried and was unanimously approved by the board.

V. INFORMATIONAL

- a. Performance Indicators: Ernesto Passarini presented an overview of the online Dashboard which has been updated, made more mobile user friendly and encouraged board members to visit the website. Ernesto added the information that is available can be accessed by anyone, not just board members. The Dashboard is broken out into four parts including a scorecard, news, metrics and committee information. He added the metrics describe our performance that focus on three key areas: placements, exits and business services. The status of the other CareerSource programs can be viewed as well.
- b. Delray Cottage Grand Opening: Tom Veenstra reported on January 18th the ribbon cutting was held, which was attended by over 60 people including the city of Delray Beach Mayor and CRA Board Chair. A video was shown to the board highlighting the event. This new option to receive our services is now available through a partnership between the city and CareerSource. The Delray Career Cottage offers job training, recruitment and hiring services to the public, open Monday through Friday, 8 a.m. to 5 p.m., at 186 NW 5th Avenue. Manpower has partnered with us at the historic cottage to assist job seekers obtain employment.

Attachment 3

- c. Update on Issues with Accounting for Job Placements at CareerSource Pinellas/CareerSource Tampa Bay: Tom Veenstra followed-up on the February 2nd communication from Steve Craig to board members. He reported the matter has escalated into numerous new stories as well as investigations at the state, federal and local level. Most likely the other regions will see some type of investigation too. Steve Craig advised he will continue to keep the Board informed. Steve went on to say that during the regularly scheduled annual state monitoring, which is currently being held, he requested and reminded the state to expand their review and take a closer look at our placements. As a result, the state has extended their monitoring for an additional three days to review extra files. Although another workforce board is affected by the news stories, Steve saw this as a great opportunity to be proactive and look at everything. He noted this underscores the importance of good ethical behavior and judgment.
- d. WIOA Board of Directors Membership Composition: Sharon Brea reported there are currently three private sector vacancies on the board which must be filled to remain in compliance with the 51% requirement of the WIOA law. The city of Delray Beach as a Consortium member is responsible for making one of the three appointments. We will assist the city of Delray Beach with filling that vacancy. Board members were welcomed to send their recommendations to Steve Craig for further consideration by the board.
- e. Grant Tracker Update: Julia Dattolo reported we applied for over 6 million in grants and have been awarded 2.1 million year to date. She noted we are waiting to hear back from the state regarding additional grant requests.
- f. Claim Your Future Showcase: Michael Corbit reported this annual event held at the convention center on February 6th in partnership with CareerSource, the Business Development Board of Palm Beach County, Junior Achievement and the Palm Beach County School District gives hundreds of Palm Beach County high school students the opportunity to learn about the diverse career paths available in Palm Beach County where local businesses display their companies with an interactive booth. The event brings together high schools and local companies so that students can learn about career opportunities and the possibilities that are open to them as the county continues to attract more employers. The event features a series of panel discussions with Palm Beach County business leaders from a wide range of industries, as well as the "soft skills" needed for success in the business world. Students enjoy interaction with employers and workers in growing sectors. The board discussed the event and the option of offering it on a smaller scale in a one hour condensed version. Michael advised the School District has the authority to approve the release of students to attend the event and provides the transportation. He agreed to follow-up with the School District and board member Ashley Tripp regarding the possibility of holding a similar forum for high school students to meet with employers in the Glades.
- g. FY2019 Trump Budget Highlights: Steve Craig reported he just received the following information this morning advising the budget request proposes a 40% reduction to WIOA Title I and cuts to other WIOA Titles. However, since the administration is assuming that Congress will spend the additional 63 billion in the budget deal, it released an addendum that increased WIOA Title I funding back to FY 2017 funding levels. The Trump budget is cutting WIOA by 40% but then it's also requesting equal year-over-year funding. The budget agreement is about 600 pages but it is not an appropriations bill. It sets the spending caps for the next two fiscal years 2018 and 2019. Trump's budget is DOA. Steve added it remains critical to advocate for WIOA and that there is much work to do to keep WIOA funding at the current level. We should learn more during the March trip to Washington, D.C. while attending the NAWB conference. There may be cuts in some areas while other areas are funded. We will need to wait and see. Steve noted he wanted to bring this new information to the board's attention.

VI. NEW BUSINESS

- a. Youth & Young Adult Outreach Presentation: Holly Carson reported our WIOA funding is spent training young adults, providing them work readiness skills and placement into an internship. She explained we wanted to provide an opportunity for board members to learn more about the success of the youth program. Eugene Spann introduced several participants of the Career Prep class. Eugene asked students what this opportunity meant to them and several explained how the Career Prep course has helped them.

VII. COMMITTEE REPORTS (Active)

- a. Executive Committee – February 9, 2018: Kenneth Kirby reported those items acted upon by the committee were approved by the board as found in today's board meeting agenda package.
 - b. Financial Planning Committee – February 9, 2018: Kenneth Kirby reported the committee reviewed CareerSource's finances, focused on the year end audit and noted there was nothing significant to report. David Talley added he met with the auditors as well where he reviewed the year end audit and they were pleased to advise him the audit was clean with no findings. David congratulated the Finance staff for doing a great job.
 - c. One-Stop Delivery System Committee – February 2, 2018: David Talley provided a summary of the committee meeting minutes and items discussed by the committee.
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- d. Youth and Young Adult Outreach Committee – February 1, 2018: Holly Carson reported that the current caseload is 305 young adults, some of which her team has been working with for several years. She went on to report that 60 young adults have completed the five-week Career Prep course this program year and that we were very happy with it. She also reported that this year they had 60 interns with a 90% rate of completion. She went on to say that some had started working.
- e. Consortium Meeting–Current: Kenneth Kirby advised the next meeting will be held on April 4 but may be rescheduled due to a conflict.
- f. Nomination Committee–Current

Kenneth Kirby reminded board members we are looking for WIOA nominations to fill vacant board seats.

Steve Craig thanked board member Ava Parker for Palm Beach State College providing classroom space at no cost to CareerSource at their Lake Worth and Belle Glade campuses for the five-week youth program. As a result of holding the youth program on campus we found the participant's fear of attending college was lessened. They felt comfortable, became acclimated to the college environment with a majority who attended the program choosing to move forward and obtain their secondary education at Palm Beach State College.

VIII. ADJOURNMENT: With no further business Kenneth Kirby adjourned the meeting. The next meeting date is May 3, 2018.

R 2014 11894
CONTRACT TO ADMINISTER GRANT FUNDS

This Contract is made as of the _____ day of DEC 16 2014, 20_____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the CAREERSOURCE, whose Federal I.D. is 650709274.

In consideration of the mutual promises contained herein, the COUNTY and the CAREERSOURCE agree as follows:

ARTICLE 1 - SERVICES

The CAREERSOURCE'S responsibility under this Contract is to administer Federal and State workforce development programs in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Shannon R. LaRocque, P.E., Assistant County Administrator, telephone no. (561) 355-2428.

The CAREERSOURCE'S representative/liaison during the performance of this Contract shall be Steve Craig, President & CEO, telephone no. (561) 340-1060.

ARTICLE 2 - SCHEDULE

The date of execution shall be the effective date of the contract and shall be renewed annually by the COUNTY on or before July 1 of each year to assure material compliance with this Contract and all applicable local, State and Federal laws and regulations. This Contract shall be deemed automatically renewed unless the COUNTY shall give written notice to CAREERSOURCE of non-renewal at least 120 days prior to its annual renewal date.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ALLIANCE

CAREERSOURCE shall not receive any compensation from the COUNTY to perform these services. CAREERSOURCE shall utilize grant funding for all costs to administer and oversee the grant funds.

ARTICLE 4 - TERMINATION

This Contract may be terminated in whole or in part, by the COUNTY, with cause, upon 120 days written notice to the CAREERSOURCE with an opportunity of CAREERSOURCE to cure any material violation of this Contract or applicable law or regulation. Upon failure of CAREERSOURCE to cure such violation and after receipt of a Termination Notice and except

as otherwise directed by the COUNTY the CAREERSOURCE shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work which are subject to termination at the direction of the COUNTY.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated provided, however, that, notwithstanding the termination of the CONTRACT, CAREERSOURCE shall have the power and authority to perform the work continued.

ARTICLE 5 - PERSONNEL

CAREERSOURCE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by CAREERSOURCE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CAREERSOURCE warrants that all services shall be performed by skilled and competent personnel.

All of CAREERSOURCE'S personnel (and all Subcontractors), while on County premises conducting the business of CAREERSOURCE and known by CAREERSOURCE to be on County premises, will be informed that they shall comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CAREERSOURCE. The CAREERSOURCE shall not, based solely on this Contract, be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CAREERSOURCE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CAREERSOURCE shall be responsible for obtaining and demonstrating its own exemption.

The CAREERSOURCE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 7 - INSURANCE

- A. CAREERSOURCE 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"). CAREERSOURCE shall agree to provide the COUNTY 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 COUNTY'S review or acceptance of insurance maintained by CAREERSOURCE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CAREERSOURCE under the contract.
- B. **Commercial General Liability** CAREERSOURCE shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CAREERSOURCE shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CAREERSOURCE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CAREERSOURCE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CAREERSOURCE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CAREERSOURCE shall provide this coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employers Liability** CAREERSOURCE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CAREERSOURCE shall provide this coverage on a primary basis.
- E. **Additional Insured** CAREERSOURCE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CAREERSOURCE shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** To the extent permitted by the Federal Limitation, CAREERSOURCE hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CAREERSOURCE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CAREERSOURCE enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CAREERSOURCE shall deliver to the COUNTY'S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator
301 N Olive Avenue, 11th Floor
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, CAREERSOURCE may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 8 - 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, CAREERSOURCE shall protect, defend, reimburse, indemnify and hold COUNTY, 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 Contract or due to the acts or omissions of CAREERSOURCE.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the CAREERSOURCE each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CAREERSOURCE shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CAREERSOURCE.

ARTICLE 11 - CONFLICT OF INTEREST

The conduct of CAREERSOURCE's board of directors as related to conflicts of interest is governed by Florida Statutes section 445.007. With respect to its employees, the CAREERSOURCE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Further, with respect to its employees, the CAREERSOURCE further represents that no person having any such conflict of interest shall be employed for said performance of services.

With respect to its employees, the CAREERSOURCE shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CAREERSOURCE'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CAREERSOURCE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CAREERSOURCE. The COUNTY agrees to notify the CAREERSOURCE of its opinion by certified mail within thirty (30) days of receipt of notification by the CAREERSOURCE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CAREERSOURCE, the COUNTY shall so state in the notification and the CAREERSOURCE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CAREERSOURCE under the terms of this Contract.

The CAREERSOURCE shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "B" once annually. Forms shall be submitted to County Administration within thirty (30) days of the Effective Date.

ARTICLE 12 - EXCUSABLE DELAYS

CAREERSOURCE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CAREERSOURCE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CAREERSOURCE'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CAREERSOURCE'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The CAREERSOURCE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CAREERSOURCE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, the CAREERSOURCE shall deliver to the COUNTY's representative, if requested by COUNTY, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CAREERSOURCE and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CAREERSOURCE is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CAREERSOURCE'S sole direction, supervision, and control. The CAREERSOURCE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CAREERSOURCE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CAREERSOURCE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - ACCESS AND AUDITS

Except as provided in Article 14 above, the CAREERSOURCE shall provide the COUNTY an annual audit conducted by an Independent Certified Public Accountant.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CAREERSOURCE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 17 - NONDISCRIMINATION

The CAREERSOURCE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 18 - AUTHORITY TO PRACTICE

The CAREERSOURCE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CAREERSOURCE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - MODIFICATIONS OF WORK

Subject to the approval of CAREERSOURCE which shall not be unreasonable withheld, the COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CAREERSOURCE of the COUNTY'S notification of a contemplated change, the CAREERSOURCE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CAREERSOURCE'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CAREERSOURCE shall, unless otherwise required by state or Federal law or policy, suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CAREERSOURCE shall not commence work on any such change until such written amendment is signed by the CAREERSOURCE and approved and executed on behalf of Palm Beach County.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
Attn: Tammy K. Fields, Esq., Chief Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach County, Inc.
Attn: Steve Craig, President & CEO
3400 Belvedere Road, West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CAREERSOURCE agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 21- Modifications of Work.

ARTICLE 24 - REGULATIONS; LICENSING REQUIREMENTS

The CAREERSOURCE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CAREERSOURCE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set its hand the day and year above written.

R20141894

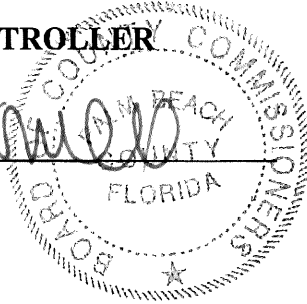
DEC 16 2014

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____

Deputy Clerk



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

By: _____

Shelley Vana Mayor

WITNESS:

Mary Mullen
Signature

Mary Mullen
Name (type or print)

[Signature]
Signature

Sharon Brea
Name (type or print)

CAREERSOURCE:

**CAREERSOURCE PALM BEACH
COUNTY, INC.**

[Signature]
Signature

STEVE CRAIG
Name

PRESIDENT & CEO
Title

(corp. seal)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Tammy K. Fields
Chief Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____

Shannon R. LaRocque, P.E.
Assistant County Administrator

SCOPE OF WORK

CAREERSOURCE shall perform the duties and responsibilities of a regional workforce board under state and Federal law.

In addition, CAREERSOURCE may perform other duties and responsibilities as are from time to time agreed between the COUNTY and CAREERSOURCE.

DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared STEVE CRAIG
hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of the CareerSource Palm Beach County, Inc. (BOARD).
2. Undersigned's address is: 3400 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33406.
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.

Steve Craig
Signature

Sworn to (or affirmed) and subscribed before me this 14 day of NOVEMBER, 2014, by STEVE CRAIG (X) who is personally known to me or () who has produced _____ as identification and who did take an oath.

Erica J. Scarpati
Notary Public



ERICA J. SCARPATI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE166376
Expires 6/3/2016

(seal)