

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 7, 2019 [X] Consent [] Regular [] Ordinance [] Public Hearing
Department Submitted By: Community Services Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Understanding with Gulfstream Goodwill Industries, Inc. (Gulfstream Goodwill), for the period of March 1, 2019 through February 28, 2020, for a collaborative partnership to identify and coordinate resources that address the workforce development needs of Palm Beach County residents.

Summary: This Memorandum of Understanding (MOU) establishes the general conditions and joint processes that will enable Community Services and Gulfstream Goodwill to effectively integrate a collaborative partnership for On the Job Training (OJT) that strives to address the needs of Palm Beach County residents and provides support to aid residents in reaching their goals. The MOU identifies and coordinates resources to create a seamless and comprehensive array of OJT and other workforce development services. The collaboration will provide a customer-friendly system that addresses the workforce development needs of individuals residing in Palm Beach County while providing a holistic approach with a goal of self-sufficiency. No County funds are required. (Community Services) Countywide (HH)

Background and Justification: The Community Services Department manages various programs to remove barriers for low-income clients to become employed. It also provides opportunities for low-income client to obtain on the job training and work experience that will equip them to obtain more stable employment and become more self-sufficient.

Attachments: Memorandum of Understanding (1)

Recommended By: [Signature] Department Director Date: 4/19/19
Approved By: [Signature] Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

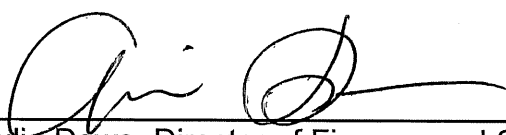
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

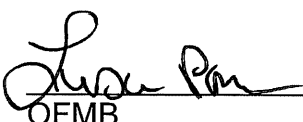
Budget Account No.:
 Fund Dept Unit Object Program Code Program Period

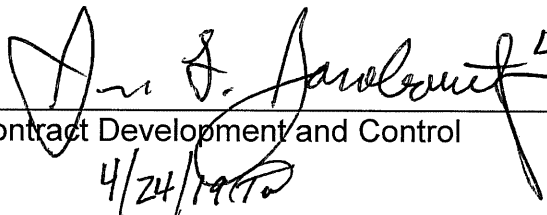
**B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No County funds are required.**

C. Departmental Fiscal Review: 
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

 4/22/19
 OFMB

 4/25/19
 4/24/19
 Contract Development and Control

B. Legal Sufficiency:

 4-26-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

MEMORANDUM OF UNDERSTANDING

This MEMORADUM OF UNDERSTANDING is made as of the _____ day of _____, 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 **Gulfstream Goodwill Industries, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1197040**.

I. PURPOSE:

This Memorandum of Understanding (MOU) establishes a collaborative partnership for **On the Job Training (OJT)** that strives to address the needs of Palm Beach County residents and provide supports to aid them in reaching their goals. The MOU identifies and coordinates resources to create a seamless, customer-friendly system that addresses the workforce development needs of individuals residing in Palm Beach County while providing a holistic approach with a goal of self- sufficiency .

II. SERVICES:

The COUNTY agrees to:

- Provide an On-the-Job Training (OJT) experience to the Trainee for the purpose of gaining practical knowledge and experience in the occupation of Customer Service Representative.
- Provide instruction to the Trainee regarding safe and correct work procedures;
- Supervise the Trainee's work;
- Ensure the Trainee is receiving appropriate training in the anticipated areas of skills development described in the OJT Plan.

The AGENCY agrees to provide Trainees that will:

- Work at the Worksite in order to receive training and experience;
- Demonstrate an interest in the job and cooperate with all persons involved in training;
- Adhere to all rules and regulations of the business and act in an ethical manner at all times;
- Strive to develop the knowledge and skills necessary to become an effective team member of the business;
- Be punctual and in attendance on the job and at any meetings required by the Worksite;
- Inform the Agency in the event of illness or emergency that prevents attendance at work;
- Not voluntarily quit or resign from the job without informing the Agency, and
- Actively participate in the vocational rehabilitation process.
- Follow job description below.

III. PARTIES:

Gulfstream Goodwill Industries, Inc.

Kathy Spencer, Vice President of Program Services
1715 Tiffany Dr. E.
West Palm Beach, FL 33407

Palm Beach County Department of Community Services:

James Green, Director, Community Services Department

Administrative Office:
810 Datura Street
West Palm Beach, Florida 33401

IV. GENERAL PROVISIONS:

Parties agree to coordinate and perform the activities and services in accordance with the requirements governing respective programs, services and agencies.

Entities will:

1. Be responsible for providing those services in which they specialize and/ or have funding available.
2. Refer individuals to those services as necessary to meet their needs.
3. Verify and share information to document outcomes for grant purposes.
4. Share resources to provide a continuum of services appropriate to the customers' needs.
5. Comply with all local, state and federal requirements regarding customer confidentiality, data security and client information.
6. Participate in and provide training and cross training, as deemed appropriate, to ensure that staff are familiar with programs offered by each agency.
7. Provide appropriate educational materials to facilitate referrals.
8. Share confidential customer and program information within the limits established by federal and state laws and regulations governing confidentiality.
9. Provide access and share any forms that may be used in the delivery of services.

V. NON-DISCRIMINATION:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the MOU, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the MOU.

VI. INDEMNIFICATION:

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorney fees and costs, arising during and as a result of performance of the terms of this MOU or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this MOU for the purpose of initiating or pursuing litigation against the COUNTY.

VII. TERMINATION:

This MOU may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this MOU through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this MOU, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

Transfer all work in process; completed work, and other materials related to the terminated work to the COUNTY.

Continue and complete all parts of the work that have not been terminated.

VIII. ASSURANCES:

1. No funds utilized in conducting activities under this MOU shall be used to promote religious or anti-religious activities; or for lobbying or political activities in accordance with funder parameters.
2. Each party to this MOU assures that it is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices, as mandated by state and federal statutes and regulations.
3. Each party to this MOU assures that it will follow a Drug-Free Workplace policy that is in compliance with the Drug-Free Workplace Act of 1988 and the Clean Air Act.

IX. WORKERS' COMPENSATION COVERAGE

The trainees shall be deemed to be employees of the AGENCY and AGENCY is solely responsible for compensating trainees for hours worked. AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide coverage on a primary basis. COUNTY shall not be deemed an employer of the trainees and shall have no responsibility for maintaining workers' compensation insurance or any other employment benefits for the trainees.

X. METHODS OF REFERRAL:

Parties to this Memorandum of Understanding will develop a referral procedure to assure quality and convenient services for eligible clients with clear service communication between agencies. Parties will pre-screen potential referrals to assess income and individual needs. Staff will use the form and provide to the referral agency and the identified contact in writing.

XI. OUTCOME REPORTING

AGENCY representatives will communicate with the COUNTY staff in the agreed upon manner to provide outcome and follow up information, report changes in applicant status and compliance with service plans, or related information.

1. Quarterly Program Reports reflecting:
 - the number of clients receiving customer service and
 - gathering data to improve our services.
2. Other Reports, as required – Any other reports requested shall be submitted within fifteen (15) days of a written request.

XII. DURATION OF MOU:

The term of this MOU shall be for one (1) year, starting March 1, 2019 through February 28, 2020, and shall renew annually unless either party notifies the other prior to the expiration of the initial term.

XIII. AMENDMENTS AND MODIFICATIONS:

This Memorandum of Understanding may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent via certified U. S. Mail. All parties must be given a minimum of thirty (30) days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect. If any provision of this Memorandum of Understanding is held invalid, the remainder of the Memorandum shall not be affected.

THIS SPACE 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 AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Mack Bernard, Mayor

AGENCY:

Gulfstream Goodwill Industries, Inc.
Agency's Name Typed

DocuSigned by:
Kathy Spencer
2D3D66CB78E4432

Agency's Signatory

Kathy Spencer

Agency's Signatory Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Helene Coltrane
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
James Green
8F345F338FDF403

James Green, Director
Department of Community Services

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, December 20, 2018

Insured: Gulfstream Goodwill Industries, Inc. Insured ID: 028FAA07FY16-PBC

Status: Compliant

ITS Account Number: PLC2037

Project(s): Palm Beach County - Community Services - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 6/1/2019			
General Aggregate:	\$500,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 6/1/2019			
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 6/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	
<u>Professional Liability</u>			
Expiration: 6/1/2019			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$3,000,000	

Notifications ([Show All](#))

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.