

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

3A-2

Meeting Date: June 4, 2019       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 2019-2020 Budget in the amount of \$16,873,439 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 2019-2020 Budget, in the amount of \$16,873,439, includes the following revenue sources: \$13,858,347 from the US Department of Labor; \$2,325,092 from the US Department of Health and Human Services for Temporary Assistance for Needy Families; \$490,000 from the US Department of Agriculture for the Supplemental Nutrition Assistance Program; and \$200,000 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 2019-2020. 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 2019-2020 Budget
  2. CareerSource Palm Beach County Budget
  3. CareerSource Palm Beach County Board Minutes of February 21, 2019 approving the Budget
  4. Contract to Administer Grant Funds (R2014-1894)

Recommended by: Steve Craig      5-10-19  
Steve Craig, President/CEO CareerSource PBC      Date

Approved by: Sang Johnson      5/17/19  
Assistant County Administrator      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 (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Does this item include the use of Federal Funds? Yes X No \_\_\_\_\_  
 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:**

[Signature] 5/14/19  
 OFMB ASD 5/13  
 5/10 5/5/10

[Signature] 5/15/19  
 Contract Development & Control

**A. Legal Sufficiency:**

[Signature] 5/16/19  
 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 2019-2020 BUDGET IN THE AMOUNT OF \$16,873,439 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 2019-2020 budget on February 21, 2019 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 2019-2020 budget on April 18, 2019 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 2019-2020 as submitted by CareerSource Palm Beach County be approved.

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:

<b>MACK BERNARD, Mayor</b>	-
<b>DAVE KERNER, Vice Mayor</b>	-
<b>HAL R. VALECHE</b>	-
<b>GREGG K. WEISS</b>	-
<b>ROBERT S. WEINROTH</b>	-
<b>MARY LOU BERGER</b>	-
<b>MELISSA MCKINLAY</b>	-

The Mayor thereupon declared the Resolution duly passed and adopted this 4th day of June, 2019.

**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

**Attachment 2**

CareerSource Palm Beach County, Inc.  
2019-2020 Budget

Revenues:

US Department of Labor passed through the State DEO	13,858,347
US Department of Health and Human Services passed through the State DEO	2,325,092
US Department of Agriculture passed through the State DEO	490,000
Local Government	100,000
Private Grants	100,000
Total Revenues	<u>16,873,439</u>

Expenditures:

Program Services	15,409,533
Administration	1,463,906
Total Expenditures	<u>16,873,439</u>

**FINAL CAREERSOURCE PALM BEACH COUNTY, INC.**  
**BOARD OF DIRECTORS MEETING MINUTES**  
**THURSDAY, FEBRUARY 21, 2019 @ NOON**      **Attachment 3**  
**3400 Belvedere Road, West Palm Beach, Florida 33406**

Board Members

Attending: David Talley, Kenneth Kirby, Alex Dobin, Dwight Mattingly, Laurie George, Javin Walker, John Boggess, Penny Rodgers, Richard Radcliffe, Ava Parker

Via Telephone: Dr. Mel Coleman, Cynthia Gaber, George Elmore, Ashley Tripp

General Counsel: David Baker

Staff Attending: Steve Craig, Tom Veenstra, Erica Scarpati, Norman Cushon, Sue Craig, Julia Dattolo, Michael Corbit, Charles Duval, Sandra Wright, Stephen Sosu, Sharon Hodges, Fran Weitz-Brown, Judy Dunn, Ana Florentino, Melanie Rebottini, Elsa DeGoias, Gail Fabian, Andre Nelson, Sharon Brea

Public: One-Stop Operator Cambridge Consulting, LLC, Paul Hederman, President; School Board of Palm Beach County, Florida Department of Adult & Community Education, Fred Barch, Director; West Technical Education Center, Dr. Charlene Ford, Principal; Jacqueline Medford

**I. CALL TO ORDER AND WELCOME**

Board Chair David Talley welcomed board members, guests and staff and called the meeting to order.

**II. AGENDA APPROVAL**

- a. Proposed Amendments: David Talley asked if there were any changes to the agenda. Steve Craig requested the following amendment to agenda item "V. INFORMATIONAL" add "a. CareerSource Florida Board Approves Statewide Apprenticeship Policy".
- b. Approval of Agenda: A motion was made by Kenneth Kirby to approve the agenda as amended and seconded by Penny Rodgers. The motion carried and the agenda as amended was unanimously approved by the board.

**III. PUBLIC COMMENTS**

David Talley 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 8, 2018
- b. Approval of Budget 2019-2020
- c. Approval for the Renewal of Region 21, Palm Beach County as the Designated Local Workforce Development Area
- d. Approval of Third Amendment to the Memorandum of Understanding between CareerSource Palm Beach County, Inc. and the Palm Beach Workforce Development Consortium designating the Palm Beach Workforce Development Consortium as a Contractor Vendor
- e. Audit: CareerSource Palm Beach County, Inc. for Fiscal Year Ended June 30<sup>th</sup>, 2018
- f. Approval to Amend Contract with The Lord's Place, Inc. for the Provision of Workforce Services to Homeless and Homeless Ex-Offenders
- g. Approval to Reappoint Former Board Member to our Board of Directors & Executive Committee i. Jacqueline M. Medford, SPHR, SHRM-SCP
- h. Approval of Board Membership i. Mayor Mack Bernard: Palm Beach County Board of Commissioners' Representative to serve on our Board of Directors and Consortium (Replaces Commissioner Melissa McKinlay)
- i. Approval of 2019-2020 CEO/Organizational Goals
- j. Approval of New Training Providers i. Department of Adult Education, ii. School District of Palm Beach County, Agape Academy of Sciences, iii. Burnett International College
- k. Approval of Partnership/Cost Sharing with Palm Tran to Reinstate Bus Route
- l. Approval to add December 24<sup>th</sup> and December 31<sup>st</sup> as additional Holiday's
- m. Approval to Release a Request For Proposal (RFP) and Contract for the Provision of Labor & Employment Law Legal Services

David Talley noted the above items IV.a. through m. 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 Kenneth Kirby to approve the consent portion of the agenda items IV.a through m. and seconded by Penny Rodgers. The motion carried and was unanimously approved by the board.

**V. INFORMATIONAL**

- a. CareerSource Florida Board Approves Statewide Apprenticeship Policy: Steve Craig reported CareerSource Florida has approved the first statewide apprenticeship policy for Florida's workforce system. Steve noted we assisted with and were part of the team that developed this policy. The policy is a result of Gov. Ron DeSantis commitment to ensuring Floridians have diverse career opportunities and that Florida's businesses have the

skilled workforce they need to compete and grow. The executive order for Workforce Education will begin the process of making Florida the number one state in the nation for workforce education as well as ensuring the preparation of Florida students to fill the high-demand, high-wage jobs of today and the future. The executive order includes securing \$10 million in funding to seed high quality workforce apprenticeships and other industry specific learning opportunities for students and securing \$26 million in funding for workforce programs within Florida College System institutions that lead to jobs. In order for students to acquire advanced knowledge and skills to find meaningful work, a knowledgeable and skilled workforce is essential for future economic growth and expanding opportunity. Florida has many students unprepared for college and workforce success, limiting both their career opportunities as well as employers' ability to grow their business. Florida's economy needs a skilled labor force for opportunities in health services, education, transportation, trade, utilities, computing, as well as for jobs that require an industry certification or license. Following Steve's comments Fred Barch, Dr. Charlene Ford and John Boggess discussed how we have and moving forward will partner together to provide apprenticeship training. John Boggess requested assistance with the furnishing of SouthTech's new school to open in August 2020. Items needed for the new building are equipment, furniture and fixtures for the classrooms.

- b. Board of Directors Attendance Record: David Talley referred board members to the table included in the meeting package and requested they review the information. He noted the importance of attending the board meetings.
- c. 2018-2019 Sector Strategies Initiatives Proposal – CareerSource Palm Beach County was awarded \$149,129 & Marine Industry Training (CareerSource Palm Beach County/CareerSource Research Coast) awarded \$97,500: Michael Corbit reported grant funds will be used to provide pre-apprenticeship training to job seekers. We have partnered with employer Aero-Flex to provide the training. Michael explained the multiple entry points a job seeker could enter their pre-apprenticeship. He discussed the program's three track training model and framework. He added there has been a jump in last year's Federal budget for apprenticeships from 95 million compared to 150 million this year. The focus has moved to apprenticeships. Michael Corbit reported we also applied for and were successfully awarded a \$97,500 Marine industry pre-apprenticeship grant. The same principles of the Aero-Flex grant apply to the Marine industry pre-apprenticeship grant.
- d. Grant Tracker & additional CareerSource Florida Grant Awards: Julia Dattolo reported we continue to seek out and apply for funding so we may serve more job seekers and supplement our programs. From 2018 to the present we have received \$892,232 in performance award funding as a result of meeting or exceeding our state goals and \$939,225 in other grants.
- e. Provided Two Letters to the BDB to assist them in Attracting New Businesses: Michael Corbit advised we continue to work closely with our partners such as the BDB. In an effort to assist the BDB with attracting new employers such as Project Paper and Project Baden-Baden to the county, we are providing support services and incentives (assessments, Employed Worker Training or customized training and On-the-Job Training) at no cost to the employer. The combination of state and local incentives demonstrates a total combined potential value of up to \$220,000.
- f. West Career Center Options (West Tech/Bank Property/Grant Application): Steve Craig reported we have been meeting with Adult Education and the School District. They have offered us the option to relocate on the West Tech campus in classroom modules at no cost. However, the modules are not currently located at West Tech and would need to be moved there at a cost of over \$100,000 each. Additionally, those modules once moved to West Tech would need to be reconfigured into one unit plus have its electrical, plumbing, A/C and other systems dismantled and reconnected. Rental payments to the School District could be used towards the cost of training. Steve said we applied for a 1.5 million state grant which could be used for the West Tech or other location and are waiting to hear back if we got the grant. Alternatively, we have spoken with the owner of another property at a bank which would also require a full renovation of that site.
- g. Florida Students First Policy Task Force Meeting in Tallahassee: Norman Cushon reported they are looking at education within the state and career and technical education in the country. The Task Force recently completed a survey of 9<sup>th</sup> graders asking them what do you plan to do after High School. A demo of the Virtual Career System that was created by CareerSource Palm Beach County was shown to Task Force members at the last meeting.
- h. CareerSource PBC submitted an application for the 2019 WIOA Trailblazer Award to NAWB, "New Year New Me" Countywide Outreach Campaign & Professional Placement Network (PPN): Tom Veenstra reported last month we submitted our entry for the 2019 WIOA Trailblazer Award to the National Association of Workforce Boards in Washington, DC. The award recognizes excellence in our industry and honors the workforce board that is at the forefront of WIOA implementation in developing comprehensive workforce solutions for its community. Over the years we have been recognized as a leader in performance, innovation and best practices at the state and local levels. This time, we're going for national honor at the highest level in our industry! We'll let you know if we are selected; recipients are recognized at the NAWB annual conference in late March.

New Year New Me Campaign, on January 2 we launched CareerSource Palm Beach County's new outreach campaign called "New Year New Me" to reach new audiences who may not be aware of our programs and services. This is the largest outreach campaign we've ever done even surpassing the CareerSource statewide rebranding 5 years ago. Tom added you may have seen and heard our advertisements on local television, radio, newspaper, digital and social media outlets during the month-long campaign. Samples of the ads appearing on those screens were included in the committee meeting package. Clients are directed to a landing page through these various media outlets so they can easily discover some of our most popular services and programs. Preliminary results show the campaign has been very effective and we have found that we reached a total audience of 6,231,125 through these various media outlets and that there have been more users and sessions in January on our website than we've had in the last 5 years. The landing page, [newyear-newme.com](http://newyear-newme.com), makes up for half of the website's views currently and has sparked interest in and awareness of the new Professional Placement Network. George Elmore suggested we contact the Coastal News regarding the advertising of our services in their newspaper.

Julia Dattolo reported the first Professional Placement Network (PPN) class was held last month with graduates from various industries. The workshop is held once a month over three, half day workshops. As the economy improves and the labor market tightens, employers have reported that it is increasingly challenging for them to find high quality managerial candidates. To mitigate this challenge, CareerSource Palm Beach County staff developed the PPN which links career-seeking professionals with opportunities for networking along with no-cost workshops for resume development, effective social media techniques, job interview skills and more. Julia said our most recent class was attended by CEOs, COOs and CFOs. Price-Waterhouse staff come in and teach one day of the classes at no cost to CareerSource.

- i. CareerSource Palm Beach County 2017-2018 Annual Performance Indicators will be presented by the Department of Economic Opportunity (DEO) at the April 25<sup>th</sup>, 2019 Board of Directors Meeting: Steve Craig reported DEO staff visit each workforce board annually to review the board's performance and to certify that the board is in compliance.
- j. A Look into the Future (Programs Overseen by Julia Dattolo):
  - i. Job Order Unit: Stephen Sosu explained the responsibilities of the unit and noted during the period July 1, 2018 through February 15, 2019 staff registered 372 employers, posted and with a 2 business days' turnaround time for responses reviewed 6,782 internal job orders representing 10,975 positions and followed-up with employers on 1,584 job orders representing 655 employers. Additional accomplishments include 1,305 job seekers were referred to services to employers, 543 total job placements were obtained and 103 employer onsite/hiring events were held.
  - ii. Disabilities Team and Ticket-To-Work (TTW): Elsa DeGoias reported 74 participants attended the program, we had a 94% graduation rate, 22 graduates obtained employment and the course was taught in English, Creole and Spanish. We continue to work with and grow our relationships with the U.S. Social Security Administration, State of Florida Division of Blind Services, State of Florida Division of Vocational Rehabilitation, Hilton Hotels, Hyatt Hotels, Palm Tran and other key employers and partners.
  - iii. Reentry Team: Sharon Hodges reported accomplishments include the hiring and training of one new staff member, exceeding the placement goal by 40%, establishing partnership with Palm Beach County for the SMART Grant and the Florida DOC probation, participating in the 2018 Reentry Simulation, organizing Palm Beach County's first Reentry Summit and contributing towards the placements for the 100 Job Days' initiative.
  - iv. Wagner-Peyser Program and Resource Room: Fran Weitz-Brown reported job placements obtained during the period 2017/2018 were 562, and in 2018/2019 were 624 and for 2018/2019 are 699 year to date. Fran explained the type of services the staff provide to job seekers.
  - v. Veterans Unit: Julia Dattolo reported during the period July 2018 through December 2018 we served 1,100+ Veterans, 200+ placements were made, 1,000+ positions were posted, the average wage rate was \$19.47 per hour and employers participated in completing satisfaction surveys. Goals to be accomplished during the 2019 Program Year include employer relationship building, targeted employer outreach efforts, having seasoned staff on board, retention/development and a greater presence in the community.
  - vi. Business Services: Judy Dunn reported together with CareerSource staff this unit is responsible for 6,334 job placements obtained. They also oversee the Professional Placement Network, the construction special project grant and healthcare grants (Community Health Worker, Phlebotomy and EKG classes).



vii. One-Cent Sales Surtax, Job Fairs and Expos: Michael Corbit reported the surtax program is in its second year. Outcomes achieved during 2018 include 47 hiring events were held, 1,257 companies participated, 6,152 job candidates participated, 493 construction/trade job placements were made, 628 construction job orders were created, 71 job seekers were enrolled or attended trades training and 54 job seekers completed their training. Hiring events are ongoing and continue to be held.

viii. Western Communities Update & Everglades Training Program: Charles Duval provided an update of the year in review including over 4,000 placements obtained, community activity expansion and new classes launched at the West career center. The Glades Career Readiness Roundtable Construction Academy had 36 students enrolled during the school year, 85% of the students earned a credential, the Mechatronics Academy opened and the adult pre-apprenticeship program had 69 graduates last year. Our community involvement included participating on the Comprehensive Economic Development Strategies committee, Farmworker Career Development Program Advisory board, Glades PATCH (Planned Approach to Community Health) board and the Leadership Palm Beach County Recruitment committee. Charles went on to report several new businesses are coming to the Glades such as Autozone, K&M Drugs Mini mall and World Trade Petroleum.

**VI. COMMITTEE REPORTS (Active)**

David Talley reported those items acted upon by the committees were discussed and approved by the board at today's meeting. He asked if there were any questions or comments regarding the committee minutes. There were none.

- a. Executive Committee – February 8, 2018
- b. Financial Planning Committee – February 8, 2018
- c. One-Stop Delivery System Committee – February 1, 2019
- d. Youth and Young Adult Outreach Committee – January 31, 2019
- e. Consortium Meeting – Current
- f. Nomination Committee – Current

**VII. ADJOURNMENT:** With no further business a motion was made by Dwight Mattingly to adjourn the meeting and seconded by Javin Walker. The motion carried and was unanimously approved by the board. David Talley adjourned the meeting. The next meeting date is April 25, 2019.

R201411894

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, 11<sup>th</sup> 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, 11<sup>th</sup> 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, 6<sup>th</sup> 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.

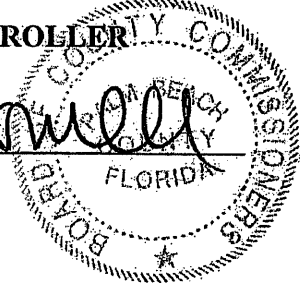
R2014-1894 DEC 16 2014

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS:

By: *Nancy Powell*  
Deputy Clerk

By: *Shelley Vana*  
Shelley Vana Mayor



WITNESS:

CAREERSOURCE:

*Mary Mullen*  
Signature

CAREERSOURCE PALM BEACH  
COUNTY, INC.

*Mary Mullen*  
Name (type or print)

*Steve Craig*  
Signature

*[Signature]*  
Signature

STEVE CRAIG  
Name

*Sharon Brea*  
Name (type or print)

PRESIDENT & CEO  
Title

(corp. seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Tammy K. Fields  
Chief Assistant County Attorney

By: *[Signature]*  
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

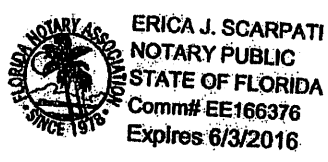
BEFORE ME, the undersigned authority this day personally appeared STEVE CRAIG  
hereinafter referred to as Undersigned, who states as follows:

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



(seal)