

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: DECEMBER 16, 2009

AGENDA ITEM SUMMARY NO. F09-122-1

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
 - ORDINANCE ON SECOND READING
 - PUBLIC HEARING
- ORDINANCE ON FIRST READING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

SUBJECT: RESOLUTION – authorizing the Mayor and City Clerk to sign an Agreement with Workforce Alliance, Inc.

RECOMMENDATION / MOTION: That City Council approve the resolution for the Mayor and City Clerk to sign an Agreement between Workforce Alliance, Inc. and the City of Riviera Beach.

DEPARTMENTAL APPROVAL REVIEW & DATE

◆Assistant City Manager	Utility District
◆City Attorney <i>PHR 12/8/09</i>	Marina
◆City Clerk <i>A</i>	Police
Community Development	Public Works
◆Finance <i>J 12-8-09</i>	Purchasing
Fire	Recreation & Parks
◆Human Resources <i>AP 12/7/09</i>	IS
Library	Other

APPROVED BY CITY MANAGER: *Ruth C. Jones* DATE: 12-8-09

Originating Dept. Human Resources <i>AP</i>	Costs: N/A for City funds Current FY: Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other: Budget Account Number:	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept.		
Advertised: Date: Paper: <input type="checkbox"/> Not Required Affected Parties <input type="checkbox"/> Notified <input type="checkbox"/> Not Required		Attachments: 1. Resolution 2. Workforce Alliance, Inc. Agreement

SUMMARY: The City of Riviera Beach received information that Workforce Alliance, Inc. has a work experience and training program and the City is willing to participate in this worthwhile

Item No.05

program. This program is a non-financial resource to the City. The City has to develop and provide a work site designed to provide participants with a non-paid, job training experience.

BACKGROUND: The participants of the Workforce Alliance, Inc. program will be required to work the same number of hours, given a lunch period and breaks afforded City employees. However, the participants may not be involved in political activity or the instruction of worship. The City must provide the necessary instructions, supervision and treatment for the participants to perform work experience duties. It shall be illegal for the City to displace any regular employee or fail to fill a vacancy so that the Workforce Alliance participant may fill the job requirements. Also no participant shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining agreement.

Workforce Alliance, Inc. shall be responsible for the participant's workers compensation benefits. This Agreement shall be automatically renewed annually without action of any party, unless earlier terminated.

City staff requests City Council to approve the resolution authorizing the Mayor and City Clerk to sign the Workforce Alliance, Inc. Agreement allowing participants to work throughout City Departments.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>20 09</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	<u>-0-</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
NO. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes ___ No X
Budget Account No.: Fund Dept/Division ___ Org. ___ Object ___ Reporting Category _____

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

Fiscal impact – None – salary and benefits paid by Workforce Alliance, Inc.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:


Finance Department 12-7-09 Purchasing and Grants

B. Other Department Review:

Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH WORKFORCE ALLIANCE, INC., TO PERMIT THE CITY OF RIVIERA BEACH TO PROVIDE WORK EXPERIENCE FOR PARTICIPANTS WITHOUT COMPENSATION TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Workforce Alliance, Inc. is an agency funded through Palm Beach County which provides, among other things, a written referral for participants to receive work experience with the City; and

WHEREAS, Workforce Alliance, Inc. will provide a written referral for participants to receive work experience with the City; and

WHEREAS, the City of Riviera Beach will be a host worksite for the participants and provide supervised, safe, and meaningful work experience opportunities; and

WHEREAS, Workforce Alliance will pay the participants' wages and provide workers' compensation coverage; and

WHEREAS, the Work Experience Agreement will renew annually, unless terminated by either party.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. That the Mayor and City Clerk are authorized to execute the Work Experience Agreement with Workforce Alliance, said agreement to commence upon approval by City Council.

RESOLUTION NO. _____
PAGE 2

SECTION 2. That Workforce Alliance, Inc. will compensate the participants and provide workers' compensation coverage.

SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS _____ DAY OF DECEMBER, 2009.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

RESOLUTION NO. _____
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO _____

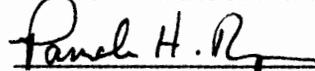
J. DAVIS _____

B. BROOKS _____

T. JOHNSON _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

COMMUNITY SERVICE & WORK EXPERIENCE PROGRAM
NON-FINANCIAL AGREEMENT NUMBER _____
BY AND BETWEEN
WORKFORCE ALLIANCE, INC.
315 South Dixie Highway, Suite 102 West Palm Beach, FL. 33401
AND

CITY OF RIVIERA BEACH
(INSERT PROVIDER NAME)

PROVIDER ADDRESS: 600 W. BLUE HERON BLVD., RIVIERA BEACH, FL 33404

PROVIDER DESCRIPTION: MUNICIPALITY

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

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

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

I. Term

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

II. Participant Status

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

III. Independent Contractor

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

IV. Provider Representations and Duties

1. Provider represents that:

____ it is a private non-profit or public non-profit corporation, or local governmental entity.

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

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

2. Provider agrees to:

A. develop and provide a work site designed to provide participants with a non-paid, job training experience commonly referred to as a "Work Experience".

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

V. Alliance Representations and Duties

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

VI. Manner of Service Provision

- 1. The work site Training Outline/Job Description ("Attachment 1") must be approved by Alliance prior to the work experience beginning for any participant.

2. Provider agrees to provide the necessary instruction, supervision and equipment for a participant to perform work experience duties.
3. Provider agrees to submit to Alliance on a weekly basis a work experience training program time sheet signed and dated by Provider and the participant. The employee(s) noted by Provider on the Work Site Training Outline/Job Description "Attachment 1" of this Agreement will be responsible for signing the participant's time sheet. Only those Provider employee(s) noted on "Attachment 1" and the Alliance Community Service & Work experience referral issued by Alliance will be authorized to sign the participant's time sheet.
4. Provider shall train the participant with the necessary skills for an entry level work experience in the designated job title.
5. No participant may participate in a Provider work experience unless the participant is referred to Provider by Alliance in writing and in accordance with the terms of this Agreement.
6. All participants are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida and is subject to the requirements of the drug free workplace program. Participants shall not be considered employees of Provider, although Provider shall have all supervisory responsibility.
7. No currently employed Provider employee shall be displaced by a participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fail to fill a vacancy so that a worksite participant may fill the job requirements. Based upon the above, Provider must ensure that employees of Providers organization are notified of the Work Experience Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the Work Experience Program Non-Financial Agreement is with the expectation that Provider will be monitored by Alliance for compliance with this provision and Providers that violate this provision of the Agreement and requirement of the law will be terminated from participation in the program.
8. No participant shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining agreement.
9. Provider shall indemnify and hold harmless Alliance, it's officers, agents, employees, and the Palm Beach County Board of County Commissioners from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of the Provider or any employee, agent, subcontractor, or representative of Provider.

Alliance shall indemnify and hold harmless Provider, it's officers, agents, employees from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of Alliance or any employee, agent, subcontractor, or representative of Alliance.
10. Provider may conduct background checks of potential participants as necessary and as a pre-requisite for acceptance of any participant at a work site.

VII. Termination

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

VIII. Notice and Contact

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

Alliance
President/CEO
Workforce Alliance, Inc.
315 South Dixie Highway, Suite 102
West Palm Beach, Florida 33401
Telephone (561) 340-1061 Ext. 2201

Provider CITY OF RIVIERA BEACH
Point of Contact Name: DORETHA PERRY, HR DIRECTOR
Address: 600 W. BLUE HERON BLVD.
RIVIERA BEACH, FL 33404
TELEPHONE (561) 840-4880

Telephone:

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

IX. Monitoring

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

X. Entire Agreement

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

IN WITNESS WHEREOF, Provider and Alliance have caused this Agreement to be duly executed as of the date set forth below.

Approved By Alliance:

Approved By Provider

By: _____
Signed Alliance, Kathryn Schmidt
President/CEO

By: _____
Signed Authorized Representative

Name & Title Printed, Authorized Representative

THOMAS A. MASTERS
MAYOR

WITNESS: _____

WITNESS: _____
CARRIE E. WARD, MMC, CITY CLERK

DATE _____

DATE _____

**ATTACHMENT 1
WORK SITE TRAINING OUTLINE/JOB DESCRIPTION**

A separate Work Site Training Outline/Job Description form is to be completed by the Provider for each participant work experience activity to determine the length of the work experience and functions in which the participant will be trained.

1. **Work Site Location:** Enter the legal address of the work site where the participant will be located.

2. **Work Site Title:** Enter the title of the work site activity/training the participant will be placed.

3. **Work Site Occupational Title:** Enter the job title and specific numerical code as listed in the O*NET-SOC that most closely fits the work site title and job description developed by the Provider.

Worksite Occupational Title _____ O*NET Code _____

4. **Mastery Skills & Work Site Duties:** List the specific mastery skills & job duties at the work site the participant will perform.

5. The below employee(s) noted by Provider is responsible for signing the participant's weekly time sheet. NOTE: Only those Provider employee(s) designated below are authorized to sign the participant's time sheet. Provider agrees to notify Alliance of any change in the designated employee(s) below.

Designated Provider Employee Who Will
Sign Participant Timesheets (Print Name/Title)

Telephone Number

Designated Provider Employee Who Will
Sign Participant Timesheets (Print Name/Title)

Telephone Number

**ATTACHMENT 2
WORK SITE LETTER OF TRANSMITTAL**

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

1. PERSON INITIATING THE AGREEMENT

Name Date

2. ALLIANCE WTP PROGRAM DIRECTOR

Name Date

3. ALLIANCE DIRECTOR OF PROGRAMS,
QUALITY& WTP

Name Date

4. ALLIANCE CONTRACTS DEPARTMENT
ATTN: Contracts Manager
315 South Dixie Highway, Suite 102
West Palm Beach, Florida 33401