

RESOLUTION NO. 74-09-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SIGN A WORKSITE AGREEMENT BETWEEN THE WORKFORCE ALLIANCE, INC. AND THE TOWN OF LAKE PARK FOR THE PURPOSE OF PROVIDING WORK EXPERIENCE AND TRAINING ACTIVITIES FOR ALLIANCE PROGRAM PARTICIPANTS.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Workforce Alliance, Inc. wishes to place Alliance program participants with a Provider for the provision of work experience and training activities; and

WHEREAS, the Town desires to provide work experience and training activities for Workforce Alliance program participants; and

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Manager is hereby authorized and directed to sign an agreement with the Workforce Alliance, Inc. for the provision of work experience and training activities for Alliance Program participants.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 74-09-07 duly passed and adopted this 26 day of September, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

WORK SITE AGREEMENT NUMBER 2007-311
BY AND BETWEEN
WORKFORCE ALLIANCE, INC.
326 Fern Street, Suite 301, West Palm Beach, FL. 33401
AND

Town of Lake Park, Florida
(INSERT PROVIDER NAME)

ADDRESS: 535 Park Avenue, Lake Park, FL 33403

FEI NO: 59-6000355

PROVIDER DESCRIPTION:

Chartered Township, unit of local government

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 Agreement shall begin on the date last signed by both parties and continue three calendar years thereafter, 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 (1) it is a private non-profit or public non-profit corporation, or local governmental entity and (2) is capable of providing a work experience to 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 Provider's 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, 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 the Alliance Direct Service Provider on a weekly basis a work experience training program time sheet signed and dated by Provider and the participant.
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 or the Alliance Direct Service Provider 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.
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, expensed, 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.
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

ATTN: Kathryn Schmidt, President/CEO
Workforce Alliance, Inc.
326 Fern Street, Suite 301,
West Palm Beach, Florida 33401
Telephone (561) 340-1061

Provider

ATTN: Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, 'FL 33403
Phone: (561) 881-3304

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:
WORKFORCE ALLIANCE, INC. (ALLIANCE)

APPROVED BY:
TOWN OF LAKE PARK (PROVIDER)

BY: Kathryn Schmidt
SIGNED ALLIANCE PRESIDENT/CEO,
KATHRYN SCHMIDT

BY: M. Davis
SIGNED PROVIDER AUTHORIZED
REPRESENTATIVE

MARIA DAVIS, TOWN MANAGER
PROVIDER AUTHORIZED
REPRESENTATIVE

WITNESS: Rebecca Broeker

WITNESS: Union Mendez

DATE: 8-21-07

DATE: September 26, 2007

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

1. Worksite Location Town of Lake Park, Public Works Department, 650 Old Dixie Highway, Lake Park, FL33403

2. Worksite Title Grounds Maintenance Worker

3. Worksite Occupational Title Landscaping and Groundskeeping Worker DOT Code
O*NET Code: 37-3011.00

4. Worksite Duties

- ◆ Operate powered equipment such as mowers, tractors, twin-axle vehicles, chain-saws, electric clippers, sod cutters, and pruning saws.
- ◆ Mow and edge lawns, using power mowers and edgers.
- ◆ Care for established lawns by mulching, aerating, weeding, grubbing and removing thatch, and trimming and edging around flower beds, walks, and walls.
- ◆ Use hand tools such as shovels, rakes, pruning saws, saws, hedge and brush trimmers, and axes.
- ◆ Prune and trim trees, shrubs, and hedges, using shears, pruners, or chain saws.
- ◆ Gather and remove litter.
- ◆ Maintain and repair tools, equipment, and structures such as fences, and benches, using hand and power tools.
- ◆ Mix and spray or spread fertilizers, herbicides, or insecticides onto grass, shrubs, and trees, using hand or automatic sprayers or spreaders.
- ◆ Provide proper upkeep of sidewalks, driveways, parking lots, fountains, planters, and other grounds features.

4. Length of Worksite Experience _____

5. Ending Date of Work Site Experience _____

6. Participant Name _____

ATTACHMENT ⁰¹⁸ X 2
WORK SITE TRAINING OUTLINE/JOB DESCRIPTION FORM

1. Worksite Location Town of Lake Park, Public Works Department, 650 Old Dixie Highway, Lake Park, FL33403
2. Worksite Title Sanitation Worker
3. Worksite Occupational Title Refuse and Recyclable Material Collector DOT Code
O*NET Code: 53-7081.00
4. Worksite Duties Individual will work on the back of our rear loader sanitation truck picking up trash, and (s)he will also be trained in other aspects of the sanitation business. If the individual does not have their CDL license, we can help with training so they can acquire one in time.

Tasks

- ◆ Inspect trucks prior to beginning routes to ensure safe operating condition.
- ◆ Refuel trucks and add other necessary fluids, such as oil.
- ◆ Fill out any needed reports for defective equipment.
- ◆ Drive to disposal sites to empty trucks that have been filled.
- ◆ Drive trucks along established routes through residential streets and alleys, or through business and industrial areas.
- ◆ Operate equipment that compresses the collected refuse.
- ◆ Operate automated or semi-automated hoisting devices that raise refuse bins and dump contents into openings in truck bodies.
- ◆ Dismount garbage trucks to collect garbage and remount trucks to ride to the next collection point.
- ◆ Communicate with dispatchers concerning delays, unsafe sites, accidents, equipment breakdowns, and other maintenance problems.
- ◆ Keep informed of road and weather conditions to determine how routes will be affected.

5. Length of Worksite Experience _____
6. Ending Date of Work Site Experience _____
7. Participant Name _____

**ATTACHMENT 3
WORK SITE LETTER OF TRANSMITTAL**

Attached please find a Work Site agreement that requires your attention. Please provide the requested information, sign your name, the date and forward the agreement to the next individual listed on this transmittal page.

Direct Service Providers (DSP) staff
Initiating Work Site Agreement:

Maryann Garrett 8/20/07
Name Date

Alliance Program Manager

Christie Douglas 8/20/07
Name Date

Alliance V.P. Programs

[Signature] 8/21/07
Name Date

Alliance CEO/President

Kathryn Schmidt 8/21/07
Name Date

Alliance Dir. Quality

[Signature] 8/21/07
Name Date

Agreement No:

2007- 311
To Be Completed By Alliance

Copy forwarded to DSP Staff

G. Harris, J. Cook 9-10-07
Insert Name DSP Staff Date