

UNITED STATES DEPARTMENT OF LABOR GRANT, ENTITLED
TAACCT SEELC GRANT INITIATIVE
OUTREACH AND SERVICES AGREEMENT

This agreement ("Agreement") is entered into as of the first day of July, 2015 ("Effective Date"), by and between **PALM BEACH STATE COLLEGE** ("the College"), a political subdivision of the State of Florida, with its principal address at 4200 Congress Avenue, Lake Worth, Florida 33461, and **CAREER SOURCE PALM BEACH COUNTY, INC** ("CSPBC"), a State of Florida non-profit corporation, with its principal address at 3400 Belvedere Road, West Palm Beach, FL 33406.

This agreement constitutes a service agreement under the Trade Adjustment Assistance Community College and Career Training Grants Program, Agreement #

TC-25008-13-60-A-47 (Pellissippi State College, Knoxville, TN)

("TAACCT SEELC Grant") awarded by the U. S. Department of Labor, Employment and Training Administration ("DOL/ETA").

WHEREAS, the College, in collaboration with CSPBC and industry, has been designated by the DOL/ETA to receive a four-year TAACCT Grant to provide job training in the area of Welding and Machining (collectively, the "Programs") in Palm Beach County, Florida;

WHEREAS, eligibility for the TAACCT Grant requires CSPBC to serve as a funded partner in order to carry out specified tasks;

WHEREAS, the College and CSPBC desire to enter into this Agreement in order that CSPBC will perform certain compensated tasks involving client awareness of training opportunities at the college in the total amount of one hundred thousand dollars (\$100,000.00) to be paid during the term of this between July 1, 2015 and July 30, 2016.

WHEREAS, CSPBC desires to perform said Deliverables and adhere to Grant performance goals and applicable Federal program compliance requirements, and CSPBC understands that payment for the Services is based on DOL/ETA continued funding and DOL/ETA acceptance of significant progress towards achieving grant goals of providing welding and machining related training to unemployed and underemployed citizens of Palm Beach County who qualify for training.

NOW, THEREFORE, in consideration of the foregoing, the respective covenants and conditions contained herein, the mutual benefit received by the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall be from the Effective Date through thirty (30) days following July 30, 2016 or the effective termination date of the grant per DOL/ETA, whichever is later (hereinafter "Termination Date").

2. **Deliverables Expected from CSPBC** In furtherance of the TAA Grant, and in keeping with this Agreement, CSPBC will carry out the following:

a. **Outreach and Support Services:**

- i. CSPBC will provide training opportunity awareness efforts to help clients understand training to employment opportunities available under the TAACCT SEELC Grant at the Lake Worth Campus of PBSC. This will be based on timely receipt of flyers, brochures, and informational materials provided by PBSC for CSPBC use. CSPBC shall include information on the number of brochures and information session notices in their monthly report.

Additionally CSPBC (as appropriate) shall establish Individual Education Plans for participants and determine eligibility for Individual Training Accounts (ITA) scholarships, and needs based funding for training tuition for participants that originate from CSPBC. Additional training referral efforts for CSPBC clients include:

1. Provide referral to other support services as necessary.
 2. Coordinate and present provided training flyers and schedules to clients. The clients should also receive a serialized card from CSPBC (provided by PBSC) that is presented to college staff at training information sessions as a way of validating the prospective student as a CSPBC referral. The card serial numbers will be recorded and the information sent to CSPBC as a matter of follow up and collaboration.
- ii. CSPBC will inform and communicate with its staff to help explain the Welding and Machining related programs available through the College under the TAACCT SEELC Grant at PBSC, to aid in advising clients and other potential participants. This is agreed to with the understanding that CSPBC can not recommend one training program over another.
 - iii. CSPBC will identify and collaborate with employers and establish an outreach plan for participant and employer awareness by disseminating marketing

information provided by PBSC, providing program information on website, and other local outreach opportunities as identified. This is particularly important in the areas of custom training that the college can provide to individual employers under the TAACCT SEELC Grant at reduced cost to employers.

- iv. Using the HIT Grant model and process, PBSC shall submit periodic lists of student identifying information to CSPBC who will then obtain UI data reports for and submit to PBSC for grant Quarterly reports.
- v. CSPBC shall submit to PBSC grant staff a monthly activity report that provides numbers of referrals made for college training, and description of outreach activities. This information will be included into the grant quarterly report which will include the number of CSPBC clients in attendance at information sessions as evidenced by the submission of the serialized cards noted in 2.A.i.2.
- vi. The last monthly report, submitted on or before 30 days following the termination date of July 30, 2016 and will serve as the final Report.

3. **Payment to CSPBC.** Subject to receipt of funding from DOL/ETA and subject to CSPBC's submission of Monthly Reports reflecting completion of the Deliverables referenced above in 2.a.iv., and upon review and approval of these reports by the College, the College agrees to pay CSPBC a maximum sum of one hundred thousand dollars (\$100,000) over the course of a 12 month period beginning July 30th, 2015 award period. In no event shall the total payments to CSPBC exceed one hundred thousand dollars (\$100,000). Payment to CSPBC will conform to the following schedule:

- a. Starting from August 1, 2015 a payment of Eight Thousand Three Hundred and Thirty Three dollars (\$8,333) per month upon submission, and review and approval by the College, of a Monthly Report to be received by the College within thirty (30) days after the end of each month, and continuing according to this schedule until the end of one year payment period ending July 30, 2016, with the last installment of Eight Thousand Three Hundred and Thirty Seven dollars (\$8,337) paid to CSPBC upon receipt, and review and approval by the College, of the final monthly report, to complete the One Hundred Thousand Dollar (\$100,000) commitment. CSPBC should include an Invoice

for Payment when submitting the Monthly Reports to facilitate prompt processing of payments from the College.

- b. Payment to CSPBC by the College will be made within a reasonable time period and is expected not to exceed thirty (30) days from receipt, and review and approval by the College, of the Monthly Report by the Fiscal Officer for the College, named hereinafter.
4. **Records.** In accordance with OMB Circular A-133 and Florida law, CSPBC will maintain all records, including records of all payments made in connection with this Agreement for six (6) years after termination of the Grant, and make such records and financial statements available as necessary. Records shall include documents and other evidence, including but not limited to vouchers, bills, invoices, request for payment and other supporting documentation, which according to generally accepted governmental accounting principles, procedures, and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. All records shall be subject at all times to inspection, review, or audit by College personnel, Office of the Auditor General of the State of Florida and/or personnel of DOL/ETA. CS shall maintain the confidentiality of all student records and student identifiers; the parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that written permission must be obtained before releasing specific data to anyone.
5. **CSPBC Contact.** CSPBC shall appoint staff to direct its activities in the conduct of its duties under this Agreement and shall further employ or assign sufficient resources as are necessary in order to perform the Services and its duties and obligations hereunder. The following CSPBC staff member has been appointed to serve as points of contact:

Steve Craig
President and Chief Executive Officer

3400 Belvedere Road
West Palm Beach, FL 33406.

Telephone: 561.340.1060 ext. 2221
E-mail: scraig@pbcalliance.com

6. **College Points of Contact.** In recognition of the responsibility of the College under the Grant as Prime Recipient, the following College staff members (or their designees) have been appointed by the College to serve as points of contact:

Main Point of Contact: **Richard Reeder**
Associate Dean of Trade & Industrial Programs
Palm Beach State College
4200 Congress Avenue, MS #60
Telephone: 561-868-3540
Fax: 561-868-3456
Email: reederr@palmbeachstate.edu

Program Director: **Beverly Barta**
Program Grant Director
Palm Beach State College
4200 Congress Avenue, MS #60
Telephone: 561-868-4028
Fax: 561-868-3456
Email: bartab@palmbeacchstate.edu

Fiscal Officer: **Prianga M. Sugathapala**
Assistant Controller Grants & Foundation
Palm Beach State College
4200 Congress Avenue, MS #11.5
Lake Worth, Florida 33461
Telephone: 561-868-3074
Fax: 561-868-3107
E-mail: sugathap@palmbeachstate.edu

Resource Development: **Maureen Capp**
Resource and Grant Development Director
Palm Beach State College
4200 Congress Avenue, MS #50
Lake Worth, Florida 33461
Telephone: 561-868-3333
Fax: 561-868-3504
E-mail: cappm@palmbeachstate.edu

Copy of Legal Notices: **General Counsel**
Palm Beach State College
4200 Congress Avenue
Lake Worth, Florida 33461

7. **Termination.** This Agreement may be terminated by either party with or without cause by giving thirty (30) calendar days written notice to the other party. Additionally, this Agreement may be terminated by the College as follows:
- a) The College may, after giving no less than twenty-four (24) hours' notice, terminate this Agreement for breach or failure of CSPBC to perform any requirement or provision of this Agreement. Notice shall be sufficient if delivered to CSPBC, as the case may be, personally, or mailed by certified mail to the point of contact for their organization.
 - b) Termination by CSPBC of this Agreement with the College shall constitute grounds for immediate termination of this Agreement by the College.
8. **Amendments.** The parties may amend and modify this Agreement from time to time by mutual written agreement. However, the modification shall not conflict with the terms of the Grant award without the written consent of DOL/ETA, nor shall any amendment or modification be effective unless it is in writing and signed by both parties through their duly appointed designees.
9. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto as of the date hereof and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. No waiver of any covenant or condition of this Agreement by either party shall be deemed or implied to constitute a further waiver of same or any other covenant or condition of this Agreement.
10. **Waivers.** Any failures or delays by any party insisting upon strict performance of the provisions of this Agreement, or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights and remedies.

11. **Governing Law; Venue.** This Agreement shall be constructed both as to meaning and effect under the laws of the State of Florida. Venue for any legal action arising out of this Agreement shall be in Palm Beach County, Florida.
12. **Severability.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of the Agreement and independent of any other claim or cause of action. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
13. **Independent Contractor.** Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between the College and CSPBC. CSPBC shall not have authority to enter into any contracts binding upon the College, nor to create any obligations on the part of the College, except as shall be specifically authorized in writing by the College.
14. **Assignment.** No assignments of this Agreement by either party shall be valid without the formal written consent of the other party, and DOL/ETA, if required.
15. **Political Subdivision.** Both parties acknowledge and agree that the College is a political subdivision of the State of Florida. As such the College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge the performance under this Agreement is subject to the provisions and limitations of Section 768.28, Florida Statutes (the provisions and limitation of which are not waived, altered or expanded by anything herein).
16. **Compliance with Laws.** CSPBC agrees to comply with all federal, state and local laws prohibiting discrimination and shall not discriminate on the basis of race, color, religion,

sex, national origin, age, marital status or disability. CSPBC further agrees to adhere to the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all laws protecting the rights of the disabled. In addition, CSPBC shall comply with all other applicable federal and state regulations, including specifically, but without limitation those listed in this Agreement and on Attachment "A."

17. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart whether original, photocopy, or facsimile copy, or any amalgamation thereof, shall be deemed to be a binding original of this Agreement.
18. **Construction.** This Agreement has been reached through mutual negotiation and shall be deemed to have been drafted by both parties and shall not be construed in favor of one party over the other by reason of drafting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives effective as of the day and year first above written.

Palm Beach State College

Career Source Palm Beach County

By:  7/7/15

~~Dennis P. Gallon~~
~~President, Palm Beach State College~~

Richard A. Becker
VP Administration & Business Svcs.

By: 
Steve Craig
President and CEO, Career Source PBC