

**Item #5<sub>(4)</sub>**

**ADDITIONAL MATERIAL  
2:00 P.M. PUBLIC HEARING  
APRIL 8, 2014**

**SUBMITTED AT THE REQUEST OF  
COMMISSIONER WEXLER**

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RESOLUTION NO. 2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO WORKFORCE INVESTMENT; AMENDING THE BROWARD COUNTY ADMINISTRATIVE CODE TO ESTABLISH THE BROWARD COUNTY WORKFORCE INVESTMENT PROGRAM; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE BROWARD COUNTY ADMINISTRATIVE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to adopt a Broward County Workforce Investment Program to increase certain potential employment opportunities in connection with County-funded contracts, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Broward County Administrative Code is hereby amended to create a new section, "Broward County Workforce Investment Program," to read as follows:

[Underlining omitted]

**\_\_\_ Broward County Workforce Investment Program.**

The objectives of the Broward County Workforce Investment Program ("Program") are to encourage Contractors to utilize CareerSource Broward, the Florida Department of Vocational Rehabilitation, ~~or their successor entities,~~ and their contract partners as a first source for employment candidates for work on County-funded projects, and to encourage Contractor investment in Broward County economic

1 development through the hiring of economically disadvantaged or hard-to-hire  
2 individuals.

3 (a) ~~(a)~~ *Definitions*. For purposes of this Program: \_\_\_\_

4 (1) "CareerSource" means ~~CareerSource Broward, the administrative entity of~~  
5 ~~the Broward Workforce Development Board, or any successor entity.~~

6 ~~(2)~~ "Contractor" means an individual, non-profit, or for-profit entity, including a  
7 corporation, partnership, limited liability company, or similar entity, that  
8 enters into a Covered Contract. To the extent that the Covered Contract  
9 is performed in whole or in part by a subcontractor engaged by the  
10 primary contractor, the term "Contractor" as used herein shall include the  
11 subcontractor as well.

12 ~~(32)~~ "Covered Contract" means a County-awarded contract that (i) pays the  
13 Contractor, on average, at least two five hundred fifty thousand dollars  
14 ~~(\$250~~500,000) in annual payments; (ii) is not subject to state or federal  
15 requirements that prohibit or pre-empt the application of this Program to  
16 the contract; and (iii) is either for construction-related services or for  
17 "Covered services" under Section 26-101(f) of the Broward County Code  
18 of Ordinances ("Code") (the Broward County Living Wage Ordinance).

19 ~~(43)~~ "Economically Disadvantaged Worker" means a person who (a) ~~prior to~~  
20 ~~hire had~~has an annual household income for the last full calendar year  
21 equal to or less than the most recently-published "Low-Income" income  
22 limits for the Fort Lauderdale, FL HUD Metro Fair Market Rents Area for  
23 Section 8 of the Housing Act of 1937, as amended; (b) ~~had~~has been  
24 unemployed but seeking employment for more than six (6) consecutive

months prior to hire; or (c) ~~had~~has received federal or state public assistance through Temporary Assistance for Needy Families (TANF) or Supplemental Nutrition Assistance (SNAP) within ninety (90) days prior to hire.

(54) "Hard-to-Hire Worker" means a person who, at the time of hire, (a) has a criminal felony record; (b) has a record of a physical or mental impairment that substantially limits one (1) or more major life activities; (c) has neither a high school diploma nor a GED; ~~(d) is a military veteran; or (e) had~~or (d) has been homeless for at least six (6) of the last twelve (12) months.

(65) "Qualifying New Hires" means individuals ~~(a) who are~~ (a) Qualified Referrals; (b) ~~who were currently at the time of hire serving as apprentices through existing government-, school-, or Florida-registered apprenticeship programs~~; (c) lacking the required skills, experience, or qualifications for the position but who are hired by the Contractor and provided training by CareerSource Broward, Florida Department of Vocational Rehabilitation, or one of their contract partners; (d) ~~who are~~military veterans; (e) Economically Disadvantaged Workers; or ~~(e) who are~~f) Hard-to-Hire Workers.

(76) "Qualified Referrals" means workers who are identified by CareerSource Broward, the Florida Department of Vocational Rehabilitation, or any of their contract partners as candidates for employment in response to a job order form submitted by the Contractor ~~to CareerSource~~.

(87) "Vacancies" means all full- and part-time job openings of the Contractor that are the direct result of the County-awarded contract at issue.

1 Vacancies include job openings at the time contractual performance  
2 commences and any job openings that develop at any time during the  
3 contract term.

4 (b) *Workforce Investment Goals.* ~~Under any procurement solicitation for any~~  
5 ~~Covered Contract, the bidder or proposer shall be required, as an issue of~~  
6 ~~responsiveness, to indicate that it agrees to be bound to contractual obligations under~~  
7 ~~the Covered Contract, if awarded to the bidder or proposer, requiring it to use good faith~~  
8 ~~efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal. If the~~  
9 ~~bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to~~  
10 ~~the solicitation.~~

11 (1) First Source Referral Goal.

- 12 a. Upon award of the applicable Covered Contract, the Contractor  
13 agrees to publicly post all Vacancies for Covered Contracts through  
14 CareerSource Broward for a period of at least five (5) business  
15 days, ~~which shall be calculated from the date of written notice by~~  
16 ~~the Contractor to the County and CareerSource of the placement of~~  
17 ~~the job order form with CareerSource.~~ During this period, the  
18 Contractor shall not utilize other recruitment methods or  
19 advertisements to attempt to fill any Vacancies, except that internal-  
20 only job postings by the Contractor and consideration of any  
21 Qualified Referrals are permitted during this period.
- 22 b. CareerSource Broward will compile a list of Qualified Referrals that  
23 meet the required job qualifications ~~and the qualifying new hires~~  
24 ~~requirements.~~

1 c. Promptly upon receipt thereof, the Contractor agrees to review the  
2 qualifications of all Qualified Referrals and use good faith efforts to  
3 interview ~~all~~ a sufficient number of Qualified Referrals that appear  
4 to meet the qualifications required for one (1) or more Vacancies in  
5 order to fill the Vacancies.

6 d. Upon completion of the review of the Qualified Referrals'  
7 qualifications and good faith efforts to interview all qualified  
8 candidates, the Contractor shall be deemed to have demonstrated  
9 good faith efforts to comply with the First Source Referral Goal  
10 regardless of whether the Contractor offers employment or actually  
11 hires any of the Qualified Referrals.

12 (2) Qualifying New Hires Goal.

13 a. The Contractor ~~shall~~ agrees to use good faith efforts to hire  
14 Qualifying New Hires for at least fifty percent (50%) of the  
15 Vacancies resulting from a Covered Contract from the "Hard-to-Hire  
16 Worker" and "Economically Disadvantaged Worker" categories.

17 ~~b.c.~~ The Contractor shall be deemed to have demonstrated good faith  
18 efforts to meet the Qualifying New Hires Goal if:

19 1. The Contractor meets the First Source Referral Goal but is  
20 unable to meet the Qualifying New Hires Goal due to a  
21 documented lack of Qualified Referrals or due to special  
22 skills, experience, or expertise required to fill the Vacancies;  
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1                   2.     Identified collective bargaining agreement provisions prevent  
2                   the Contractor from meeting the Qualifying New Hires  
3                   Goal;-\_or

4                   3.     Documented other circumstances (including, without  
5                   limitation, voluntary terminations, employee illnesses, etc.)  
6                   that prevent the Contractor from meeting the Qualifying New  
7                   Hires Goal despite documented reasonable efforts.

8           (3)     Nothing in this Program shall be construed to require or authorize any  
9           Contractor to take any action in violation of an existing collective  
10          bargaining agreement or any requirement of state or federal law.

11          (c)     *Implementation.*

12          (1)     An indication of the Contractor's commitment to be contractually bound to  
13          use good faith efforts to meet the First Source Referral Goal and the  
14          Qualifying New Hires Goal pursuant to this section shall be a required item  
15          for—response—in the procurement specifications to demonstrate  
16          responsibility for all Covered Contracts for which bids or proposals are  
17          initially solicited on or after the effective date of this Program.

18          (2)     The procurement specifications for Covered Contracts shall include a  
19          requirement that Contractors retain for a period of at least one (1) year  
20          after expiration or termination of the Covered Contract the following  
21          records for all employees hired for Vacancies on Covered Contracts and  
22          agree to produce, at the County's request, documents and records  
23          sufficient to demonstrate the ~~Contractors'~~Contractor's compliance, as well  
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as any good faith efforts to comply, with the First Source Referral Goal and the Qualifying New Hires Goal:

- a. The name and address of each employee hired to fill a Vacancy;
- b. That employee's application for employment;
- c. The job title and classification of the employee;
- d. The beginning and ending date (if applicable) of employment for each employee hired during the term of the Covered Contract; and
- e. Sworn certifications or other documentation sufficient to evidence the qualifications of all Qualifying New Hires under the applicable standard(s) at the time of hire, and documentation of the good faith efforts undertaken in connection with the Qualifying New Hires Goal.

(3) Contractors awarded Covered Contracts shall, by January 31 of each year during the contract term and within thirty (30) days following completion of the contract, submit reports ("Workforce Investment Reports") to the County's Office of Economic and Small Business Development ~~and to CareerSource~~ summarizing the data reflected in the documents required to be retained under this section. Any additional related information or documentation relating to compliance with this Program requested by the Office of Economic and Small Business Development shall be promptly provided by the ~~Contractors~~Contractor.

(4) The record-retention and reporting requirements of this section are mandatory for all Contractors providing services under Covered Contracts.



1 All Covered Contracts shall contain language making a failure to timely  
2 comply with this section a material breach of contract.

3 (d) *Compliance and enforcement.* For any Covered Contract, the contract at  
4 issue shall specifically provide that the Contractor's failure to demonstrate good faith  
5 efforts to meet the First Source Referral Goal or the Qualifying New Hires Goal shall  
6 ~~constitute a material breach of contract,~~ may be documented in the future performance  
7 evaluation and shall ~~also~~ may subject the Contractor to ~~potential~~ possible suspension or  
8 ~~bar~~ debarment from future County contract awards.

9 (e) *Sunset review.*

10 This Program shall be reviewed by the County two (2) years after it becomes  
11 effective. Such review shall include analysis of (i) the effectiveness of the Program in  
12 encouraging the employment of Qualifying New Hires, including Economically  
13 Disadvantaged Workers and Hard-to-Hire Workers; (ii) Contractors' ability to meet the  
14 First Source Referral and Qualifying New Hires Goals; (iii) the estimated financial  
15 impact on the County; (iv) the ability of CareerSource Broward to supply qualified  
16 applicants; and (v) any recommendations for amendment or modification of the  
17 Program's provisions.  
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19 Section 2. SEVERABILITY.

20 If any portion of this Resolution is determined by any Court to be invalid, the  
21 invalid portion shall be stricken, and such striking shall not affect the validity of the  
22 remainder of this Resolution. If any Court determines that this Resolution, or any  
23 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),  
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1 property(ies), or circumstance(s), such determination shall not affect the applicability  
2 hereof to any other individual, group, entity, property, or circumstance.

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4 Section 3. INCLUSION IN THE ADMINISTRATIVE CODE.

5 It is the intention of the Board of County Commissioners that the provisions of  
6 this Resolution shall become and be made a part of the Broward County Administrative  
7 Code; and that the sections of this Resolution be renumbered or relettered and the word  
8 "resolution" may be changed to "section," "article," or such other appropriate word or  
9 phrase in order to accomplish such intentions.

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11 Section 4. EFFECTIVE DATE.

12 This Resolution shall become effective upon adoption.

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14 ADOPTED this            day of            , 2014.

15 Approved as to form and legal sufficiency:  
16 Joni Armstrong Coffey, County Attorney

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18 By: /s/ René D. Harrod 04/02/14  
19 René D. Harrod (date)  
20 Assistant County Attorney  
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