

PROPOSED

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) 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 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 (3) "Covered Contract" means a County-awarded contract that (i) pays the
13 Contractor, on average, at least two hundred fifty thousand dollars
14 (\$250,000) 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 (4) "Economically Disadvantaged Worker" means a person who (a) prior to
20 hire had an annual household income for the last full calendar year equal
21 to or less than the most recently-published "Low-Income" income limits for
22 the Fort Lauderdale, FL HUD Metro Fair Market Rents Area for Section 8
23 of the Housing Act of 1937, as amended; (b) had been unemployed but
24 seeking employment for more than six (6) consecutive months prior to

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

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

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

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

21 (8) "Vacancies" means all full- and part-time job openings of the Contractor
22 that are the direct result of the County-awarded contract at issue.
23 Vacancies include job openings at the time contractual performance
24

1 commences and any job openings that develop at any time during the
2 contract term.

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

10 (1) First Source Referral Goal.

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

21 b. CareerSource will compile a list of Qualified Referrals that meet the
22 required job qualifications and the qualifying new hires
23 requirements.
24

- 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 Qualified Referrals that appear to meet the
4 qualifications required for one (1) or more Vacancies.
- 5 d. Upon completion of the review of the Qualified Referrals'
6 qualifications and good faith efforts to interview all qualified
7 candidates, the Contractor shall be deemed to have demonstrated
8 good faith efforts to comply with the First Source Referral Goal
9 regardless of whether the Contractor offers employment or actually
10 hires any of the Qualified Referrals.

11 (2) Qualifying New Hires Goal.

- 12 a. The Contractor shall use good faith efforts to hire Qualifying New
13 Hires for at least fifty percent (50%) of the Vacancies resulting from
14 a Covered Contract.
- 15 b. The Contractor shall be deemed to have demonstrated good faith
16 efforts to meet the Qualifying New Hires Goal if:
- 17 1. The Contractor meets the First Source Referral Goal but is
18 unable to meet the Qualifying New Hires Goal due to a
19 documented lack of Qualified Referrals or due to special
20 skills, experience, or expertise required to fill the Vacancies;
- 21 2. Identified collective bargaining agreement provisions prevent
22 the Contractor from meeting the Qualifying New Hires Goal;
23 or
24

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

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

8 (c) Implementation.

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

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

- 23 a. The name and address of each employee hired to fill a Vacancy;
24 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.

(4) The record-retention and reporting requirements of this section are mandatory for all Contractors providing services under Covered Contracts. All Covered Contracts shall contain language making a failure to timely comply with this section a material breach of contract.

(d) Compliance and enforcement. For any Covered Contract, the contract at issue shall specifically provide that the Contractor's failure to demonstrate good faith efforts to meet the First Source Referral Goal or the Qualifying New Hires Goal shall

1 constitute a material breach of contract, and shall also subject the Contractor to
2 potential suspension or bar from future County contract awards.

3 (e) Sunset review.

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

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13 Section 2. SEVERABILITY.

14 If any portion of this Resolution is determined by any Court to be invalid, the
15 invalid portion shall be stricken, and such striking shall not affect the validity of the
16 remainder of this Resolution. If any Court determines that this Resolution, or any
17 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),
18 property(ies), or circumstance(s), such determination shall not affect the applicability
19 hereof to any other individual, group, entity, property, or circumstance.

20
21 Section 3. INCLUSION IN THE ADMINISTRATIVE CODE.

22 It is the intention of the Board of County Commissioners that the provisions of
23 this Resolution shall become and be made a part of the Broward County Administrative
24 Code; and that the sections of this Resolution be renumbered or relettered and the word

1 "resolution" may be changed to "section," "article," or such other appropriate word or
2 phrase in order to accomplish such intentions.

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4 Section 4. EFFECTIVE DATE.

5 This Resolution shall become effective upon adoption.

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7 ADOPTED this day of , 2014.
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11 Approved as to form and legal sufficiency:
12 Joni Armstrong Coffey, County Attorney

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14 By: /s/ René D. Harrod 04/02/14
15 René D. Harrod (date)
16 Assistant County Attorney
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PROPOSED

23 RDH/lw
04/02/14
24 Workforce Investment Program AdminCodeReso.doc
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#14-026.05

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.