

Partnership Agreement between CareerSource Palm Beach County and Palm Beach State College

The intent of the responsibilities below represents a good faith agreement to provide a collaboration between the District Board of Trustees of Palm Beach State College (hereafter named PBSC) Career Center and CareerSource Palm Beach County (hereafter named CSPBC) to offer career services and job fair events to PBSC students. This Agreement has been formulated to outline the high-level services and responsibilities of each party, allowing for flexibility between entities regarding daily/monthly based activities.

Shared Responsibilities:

Job fair expenses will be shared via personnel and/or in-kind services. Such costs include facilities, communications, business engagement etc., will be considered in-kind. No fees or costs will be billed, collected, or exchanged.

CareerSource Palm Beach County will provide:

Workshops:

- In-person workshops will be offered at PBSC campuses twice per year in coordination with PBSC graduation commencements (Spring/Fall). These workshops will be held up to seven business days in advance of scheduled job fairs.
- Content for each pre-event in-person workshop shall be approved by the designated PBSC point of contact. (If handouts are provided, Career Center must approve and can retain collateral items.) No alterations to content shall be permitted without the agreement of both parties. Workshop topics include, but are not limited to:
 - Resume preparation
 - Interview skills
 - Job fair networking
- Students will be encouraged to pre-register for the in-person workshops. All workshop attendance will be shared with PBSC point of contact.
- PBSC is responsible for communicating and promoting attendance to the pre-event in-person workshops.
- In addition to the pre-event in-person workshops, CSPBC will provide virtual workshops to PBSC students at a date and time that can be located on the CSPBC website, www.careersourcepbc.com.

Job Fairs

- PBSC shall notify CSPBC 60 calendar days in advance of the job fair to ensure resources are available.
- Job fair outreach expenses will be assumed by CSPBC. This may include radio and TV announcements if they are not paid for advertisements, but PBSC will not participate with paid advertising expectations.
- Job fairs will be held twice per year in coordination with graduation commencements (Spring/Fall) and targeted with industries specific to the occupations of the corresponding graduating class.
- PBSC will provide CSPBC with Classification Instructional Program (CIP) codes for the graduating class 60 days (calendar) in advance of the scheduled job fair. CSPBC will use this information to recruit employers that match the occupations of the PBSC graduating class.
- Job fairs will be offered to students as well as the general public.

- PBSC graduating students, along with U.S. military veterans will be provided priority access to the job fair 30 minutes before the general public and non-graduating PBSC students.
- Job fair expenses (venue rental and set up charges) will be the responsibility of PBSC. Services will be considered in-kind, and no fees will be collected or exchanged.
- All job fairs will be free for employers and job seekers to attend; no costs of any kind may be requested of employers or job seekers by CSPBC or PBSC.
- The job fair will not exceed three (3) hours.
- Recruiting of PBSC students to attend a job fair is the sole responsibility of PBSC.
- PBSC will communicate the job fair date, time, and registration process to graduating students through e-mail and through flyers provided by CSPBC.
- Recruiting of employers to attend the job fair is the responsibility of CSPBC. CSPBC will be responsible for creating a repository and form for employer invitations/registrations. All employers registered must be done using the method provided by CSPBC to ensure coordination.
- CSPBC will determine the max number of employers appropriate for the designated space.
- Communicating and marketing job fairs to the general public will be handled directly by CSPBC.
- PBSC will be responsible for the development and delivery of press releases. CSPBC Communications will need to view and approve the press release prior to its release.
- CSPBC will aid the Career Center with event logistics when requested. Services will be considered in-kind, and no fees will be collected or exchanged.
- CSPBC will provide outcome data (employment, median wage) validated by the State's UI system to PBSC for all graduating students who registered and attended a job fair. Data for each graduating cohort will be available (for most students) 180 calendar days following the event.

Communication Expectations:

- Consistent feedback and monitoring success of partnership via quarterly meetings between PBSC Career Services and CareerSource.
- All marketing materials regarding services (job fairs) will be co-branded and produced by CSPBC.
- The use of official logos on marketing materials must be approved by both parties in advance of any co-branding.
- CSPBC will provide PBSC Office of Communications & Public Affairs department with multiple logo formats.
- PBSC may not edit CSPBC marketing materials without consent from CSPBC Communications Dept.
- CSPBC will provide a point of contact (including phone number and email address) for on-campus activities.

Palm Beach State College will provide:

On-Campus Space:

- Identified spaces on all campuses for job fair and career workshop activities will be mutually agreed upon by CSPBC and PBSC 60 calendar days in advance of the job fair or job readiness workshop.
- CSPBC shall not conduct, or coordinate job fairs or workshops outdoors. If the job fair is held in a gymnasium, the gymnasium must be closed to all other activities other than the job fair or workshop. PBSC must notify people in advance of the closure.
- In relation to the use of on-campus space, the following terms and conditions apply:

- PBSC will not be responsible for any damage, accidents or injury that may happen to CSPBC or their agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of or, resulting from the above described activity during the period covered by this agreement, and CSPBC hereby releases and holds harmless PBSC from, and agrees to indemnify it against any and all claims for such damage, accident or injury.
- CSPBC shall, at its own cost and expense, obtain any and all licenses or permits required by law or ordinance.
- PBSC will be responsible for the security of the job fair, to include providing campus safety personnel.
- PBSC will designate parking for employers registered for the job fair.
- CSPBC shall take the premises as they are found at the time of occupancy by the CSPBC. In the event CSPBC finds it necessary to remove or change the equipment, the changes shall be made by CSPBC at the CSPBC's expense and shall be replaced as found; provided however, that no removals or changes shall be made without prior written consent of PBSC. Premises are to be left clean and in the condition, they were found at the beginning of the period, as determined by PBSC.
- CSPBC shall remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned, borrowed, or loaned by the CSPBC. If not removed as specified, PBSC shall reserve the right to removed said equipment and materials at the CSPBC's expense. PBSC assumes no liability for the CSPBC's equipment or materials.
- CSPBC shall have all deliveries of needed equipment and material made only after approved arrangements with PBSC are received.
 - CSPBC shall not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than herein specified, without written consent of PBSC.
- CSPBC shall receive access to the job fair location one (1) business day in advance of the job fair.
- CSPBC shall not bring on the premises, keep, or possess or use any alcoholic beverages or gambling devices of any kind.
- CSPBC shall not use or store or permit to be used or stored in or on any part of PBSC's premises any substances or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida.
- CSPBC shall directly supervise and coordinate the activities and responsibilities of the sub-contractor, volunteers, and CSPBCs employees and guests.

INSURANCE:

- a. CSPBC shall provide evidence of insurance as may be required to meet or exceed the following specifications:
 - 1) Provide PBSC with a Certificate of Insurance providing evidence of Comprehensive General Liability, with a limit of one million dollars naming PBSC as additional insured within forty-eight (48) hours prior to the events described herein or;
 - 2) Within two weeks prior to the events described herein, provide PBSC Comprehensive General Liability and Property Damage Insurance naming PBSC as additional insured by going to website <https://tulip.ajgrms.com/> and purchasing it directly through website.
 - 3) The insurance provided by CSPBC or purchased by CSPBC shall be primary in all instances where PBSC's insurance may be implicated.

INDEMNIFICATION

CSPBC shall indemnify and hold PBSC harmless from any and all liability, loss, damage, expense, cause of action, suits, claims, or judgments arising from injury to any person or property resulting, directly or indirectly, from or based upon CSPBC's negligence, actual or alleged use of said facility. CSPBC further shall, at its own cost and expense, defend any and all suits which may be brought against PBSC, either alone or in conjunction with others, upon any such liability or claim, and shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against PBSC in any action or actions; provided, however, that PBSC shall give CSPBC written notice of any such claim or demand. Nothing herein is intended to be a waiver by PBSC of any sovereign immunity protections afforded to it under 768.28, Florida Statutes.

Communication Expectations:

- Consistent feedback and monitoring success of partnership will occur between the point of contacts from CSPBC and PBSC.
- PBSC and CSPBC shall provide a list of primary and alternate contacts in advance of this agreement and maintain that list on an ongoing basis.
- PBSC will provide CSPBC Communications department with multiple logo formats.
- PBSC will provide a point of contact (including phone number and email address) for on-campus activities.
- PBSC will attend CSPBC administrative meetings as needed to discuss partnership.

Public Records

Pursuant to Section 119.0701, Florida Statutes, CSPBC is required to comply with the public records laws of the State of Florida by (1) keeping and maintaining applicable public records required by PBSC to perform under this agreement; (2) upon request from PBSC, provide PBSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CSPBC does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to College all public records in possession of CSPBC or keep and maintain public records required by the public agency to perform the service. If CSPBC transfers all public records to PBSC upon completion of the contract, CSPBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CSPBC keeps and maintains public records upon completion of the contract, CSPBC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to PBSC, upon request from PBSC, in a format that is compatible with the information technology systems of PBSC. If CSPBC fails to provide the public records to PBSC within a reasonable time, CSPBC may be subject to penalties under s. 119.10.

IF CSPBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CSPBC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT PBSC'S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, denisg@palmbeachstate.edu, 4200 S. Congress Avenue, MS # 21, Lake Worth, Florida 33461.

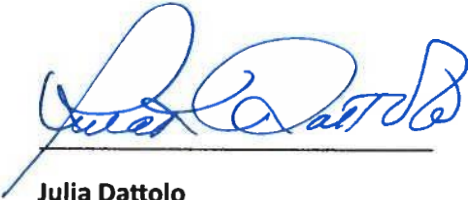
Choice of Law and Venue

This Agreement shall be construed, and the provisions thereof interpreted under and in accordance with and governed by the laws of the State of Florida for all purposes. Venue for any action regarding this Agreement shall be in Palm Beach County, Florida.

Term: The term of this agreement shall commence on the date that the agreement is fully executed and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties

agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Signatures:



Julia Dattolo

President/CEO - CareerSource Palm Beach County

Date: 6/6/24



Ava L. Parker, J.D.

President, Palm Beach State College

Date: 6/6/2024