

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

| FISCAL YEAR | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------------------------------------|------------------|-------------------|------------------|--------------------|-------|
| CAPITAL EXPENDITURES | _____ | _____ | _____ | _____ | _____ |
| OPERATING COSTS | <u>11,160</u> | _____ | _____ | _____ | _____ |
| EXTERNAL REVENUES | _____ | _____ | _____ | _____ | _____ |
| PROGRAM INCOME (County) | _____ | _____ | _____ | _____ | _____ |
| CASH MATCH (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>11,160</u> | ===== | ===== | ===== | ===== |
| # OF ADDITIONAL FTE POSITIONS | _____ | _____ | _____ | _____ | _____ |
| IS ITEM IN CURRENT BUDGET? | YES _____ | NO <u>X</u> | | | |
| BUDGET ACCOUNT NO.: | FUND <u>1507</u> | AGENCY <u>767</u> | ORG. <u>7607</u> | OBJECT <u>8101</u> | |

B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

Criminal Justice Reserve Fund: \$11,160

C. DEPARTMENTAL FISCAL REVIEW: _____

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

OFMB
3/18/08
3/19/08
3-19-08
3/17/08

3/18/08
CONTRACT ADMINISTRATION
Don J. Jacobs 4/9/08

B. LEGAL SUFFICIENCY:

4-9-08
 ASSISTANT COUNTY ATTORNEY

This Contract complies with our contract review requirements.
CTC is in the process of obtaining updated & corrected proof of insurance.

C. OTHER DEPARTMENT REVIEW:

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the First day of April, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Dwayne Taylor Production, [X] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The SERVICE PROVIDER'S responsibility under this Contract is to provide professional/consultation services in the area of improving the awareness of the services that are provided to the community by the Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael Rodriguez, telephone no. (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Dwayne Taylor, telephone no. (408) 690-5999.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on receipt of a fully executed contract and complete all services by September 30, 2008.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of eleven thousand one hundred sixty dollars (\$11,160.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. "Out-of-pocket" expenses, except as set forth in Exhibit "B," are not permissible under this Contract.

D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside SERVICE PROVIDERS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$100,000** Each Occurrence/**\$200,000** Aggregate. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Waiver of Subrogation** SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's

Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and SERVICE PROVIDERS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401
Attn. Dawn Wynn

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Dwayne Taylor
Taylor Productions
5021 Starlaze Drive
Lake Worth, FL 33463

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable

FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK PALM BEACH COUNTY
CLERK AND COMPTROLLER BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:
Rebecca Walker
Signature

Rebecca Walker
Name (type or print)

SERVICE PROVIDER:
Taylor Production

By: *[Signature]*
Dwayne Taylor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Michael Rodriguez
Executive Director

Dwayne Taylor: social security number is 562-25-4244

EXHIBIT "A"

Palm Beach County Criminal Justice Commission Public Relations Campaign

SCOPE OF WORK

The purpose is to improve the awareness of the services provided to the community by the Criminal Justice Commission (CJC) by creating a public relations campaign. The campaign will be designed by youth in the audio visual class at the Northwood Youth Empowerment Center. The youth employed to create this campaign will utilize the equipment from the Youth Empowerment Center. The campaign will also provide entrepreneurial opportunities for the youth at the center by hiring youth to design and implement the public awareness campaign.

The deliverables for this project are the creation of five (5) thirty-second commercials for the Criminal Justice Commission that will be broadcast on non-traditional networks (YouTube, Myspace, BET and MTV). Create a YouTube and Myspace page to post all CJC services and upcoming events. An intern will maintain the YouTube and Myspace pages by adding friends, answering emails and posting bulletins. Commercial time will be purchased to air the five commercials on BET and MTV.

Twelve students from the audio and video class will be hired as interns paid by Taylor Productions and one intern will be hired to maintain the Myspace and YouTube pages as outlined in Exhibit "B".

Payments will be based on the hourly rate paid to the interns, air time purchased and the production of the deliverables as set forth in Exhibit "B".

EXHIBIT "B"

BUDGET AND SCHEDULE OF PAYMENTS

Schedule of Payments:

The Scope of Work to be completed by SERVICE PROVIDER as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Task(s) to be Completed:

1. Hire interns
2. Gather background information on CJC
3. Establish Myspace page for CJC
4. Complete 1 thirty second commercial to be used on BET and MTV

Completion Time: 60 days Compensation for Phase 1: \$ 1,152

Deliverable(s) Required:

1. Myspace page approved by CJC representative
2. One thirty second commercial approved by CJC

PHASE 2

Task(s) to be Completed:

1. Complete 2 additional commercials to be reviewed by CJC representatives
2. Arrange for commercials to be aired on BET and MTV
3. Establish YouTube page for CJC and approved by CJC representatives

Completion Time: 60 days Compensation for Phase 2: \$ 2,304

Deliverable(s) Required:

1. Two thirty second commercials suitable for airing
2. Copies of commercials in a format suitable for airing on local networks
3. Schedule of air dates for commercials
4. YouTube page approved by CJC representatives

PHASE 3

Task(s) to be Completed:

1. Maintenance of Myspace and YouTube pages
2. Two commercials developed for BET and MTV

Completion Time: 60 days Compensation for Phase 3: \$ 2,304

Deliverable(s) Required: Two commercials approved by CJC representative

Monthly Invoices are to be submitted for the part time intern maintaining the Myspace and YouTube pages and for air time purchased for commercials. The invoices will include documentation of hours worked, any receipts for expenses, and documentation of accounts established with Myspace, YouTube, MTV and BET. These charges should be made in accordance with the approved budget below. The amount for the part time intern is not to exceed \$2,400 and the budget for air time is not to exceed \$3,000.

Budget:

| Number of Students | Hourly rate | Hours/spot | Single Spot Cost | Spots | Totals |
|--------------------|---------------|-------------|------------------|-------|------------------|
| 12 Students | \$8.00/hr | 12 hr/ spot | | 5 | 5,760.00 |
| 1 part time intern | \$10.00/hr | 20 hr/week | | | \$2,400.00 |
| BET/MTV | \$4-\$40/spot | | \$3,000.00 | | \$3,000.00 |
| TOTAL | | | | | 11,160.00 |



COMMERCIAL GENERAL LIABILITY SECTION

CSR DH DATE (MM/DD/YYYY): 03/01/2007

| | | | |
|---|--|---|--|
| AGENCY PHONE (A/C No, Ext): 561-478-1660 FAX (A/C, No): 561-478-6876 Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Thomas C. Mangum, Jr. CODE: SUB CODE: AGENCY CUSTOMER ID: TAYLO-2 | | APPLICANT (First Named Insured): Taylor Production EFFECTIVE DATE: 03/01/07 EXPIRATION DATE: 03/01/08 DIRECT BILL: <input checked="" type="checkbox"/> PAYMENT PLAN: AUDIT: AGENCY BILL: | |
| FOR COMPANY USE ONLY | | | |

| COVERAGES | | LIMITS | | PREMIUMS | |
|-------------------------------------|-----------------------------------|---|-------------|---------------------|--|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | GENERAL AGGREGATE | \$ 200000 | | |
| <input type="checkbox"/> | CLAIMS MADE | PRODUCTS & COMPLETED OPERATIONS AGGREGATE | \$ Included | PREMISES/OPERATIONS | |
| <input checked="" type="checkbox"/> | OCCURRENCE | PERSONAL & ADVERTISING INJURY | \$ Excluded | | |
| | OWNER'S & CONTRACTOR'S PROTECTIVE | EACH OCCURRENCE | \$ 100000 | PRODUCTS | |
| DEDUCTIBLES | | DAMAGE TO RENTED PREMISES (each occurrence) | \$ 100000 | | |
| <input checked="" type="checkbox"/> | PROPERTY DAMAGE \$ 500 | MEDICAL EXPENSE (Any one person) | \$ 500 | OTHER | |
| <input checked="" type="checkbox"/> | BODILY INJURY \$ 500 | EMPLOYEE BENEFITS | \$ | TOTAL | |
| | | | | | |

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

SCHEDULE OF HAZARDS

| LOCATION # | CLASSIFICATION | CLASS CODE | PREMIUM BASIS | EXPOSURE | TERM | RATE | | PREMIUM | |
|------------|------------------------|------------|---------------|----------|------|----------|----------|----------|----------|
| | | | | | | PREM/OPS | PRODUCTS | PREM/OPS | PRODUCTS |
| 1 | motion picture editing | 98090 | P | 16700 | 2 | .942 | | 750 | |
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RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

| | | | |
|--|--------|--|----|
| CLAIMS MADE (Explain all "Yes" responses) | | EMPLOYEE BENEFITS LIABILITY | |
| 1. PROPOSED RETROACTIVE DATE: | | 1. DEDUCTIBLE PER CLAIM: | \$ |
| 2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV: | | 2. NUMBER OF EMPLOYEES: | |
| 3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? | YES NO | 3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS: | |
| 4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY? | | 4. RETROACTIVE DATE: | |
| REMARKS | | REMARKS | |

CONTRACTORS

TAYLO-2

| EXPLAIN ALL "YES" RESPONSES (For past or present operations) | YES | NO | EXPLAIN ALL "YES" RESPONSES (For past or present operations) | YES | NO |
|---|----------------------------|----|--|----------------------|----|
| 1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS? | | X | 4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS? | | X |
| 2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL? | | X | 5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE? | | X |
| 3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING? | | X | 6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS? | | X |
| REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED | PAID TO SUB-CONTRACTORS: 0 | | % OF WORK SUBCONTRACTED: 0 | # FULL-TIME STAFF: 1 | |
| none | | | | # PART-TIME STAFF: 0 | |

PRODUCTS/COMPLETED OPERATIONS

| PRODUCTS | ANNUAL GROSS SALES | # OF UNITS | TIME IN MARKET | EXPECTED LIFE | INTENDED USE | PRINCIPAL COMPONENTS |
|--------------|--------------------|------------|----------------|---------------|--------------|----------------------|
| film editing | 150000 | | | | | |
| | | | | | | |
| | | | | | | |

| EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) | YES | NO | EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) | YES | NO |
|--|-----|----|--|-----|----|
| 1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS? | | X | 6. PRODUCTS RECALLED, DISCONTINUED, CHANGED? | | X |
| 2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? | | X | 7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL? | | X |
| 3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED? | | X | 8. PRODUCTS UNDER LABEL OF OTHERS? | | X |
| 4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS? | | X | 9. VENDORS COVERAGE REQUIRED? | | X |
| 5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY? | | X | 10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS? | | X |

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER |
|-------------------|--------------------|---|--------------|----------------------|-------------------------|
| X | ADDITIONAL INSURED | City of West Palm Beach 200 2nd St West Palm Beach FL 33401 | | | LOCATION: 1 |
| | LOSS PAYEE | | | | VEHICLE: |
| | MORTGAGEE | | | | BOAT: |
| | LIENHOLDER | | | | SCHEDULED ITEM NUMBER: |
| | EMPLOYEE AS LESSOR | | | | OTHER |
| ITEM DESCRIPTION: | | | | | |

GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES (For all past or present operations) | YES | NO | EXPLAIN ALL "YES" RESPONSES (For all past or present operations) | YES | NO |
|--|-----|----|--|-----|----|
| 1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED? | | X | 12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED? | | X |
| 2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS? | | X | 13. ANY DEMOLITION EXPOSURE CONTEMPLATED? | | X |
| 3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc) | | X | 14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES? | | X |
| 4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS? | | X | 15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? | | X |
| 5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS? | | X | 16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES? | | X |
| 6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED? | | X | 17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED? | | X |
| 7. ANY PARKING FACILITIES OWNED/RENTED? | | X | 18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS? | | X |
| 8. IS A FEE CHARGED FOR PARKING? | | X | 19. IS THERE A FORMAL WRITTEN SAFETY AND SECURITY POLICY IN EFFECT? | | X |
| 9. RECREATION FACILITIES PROVIDED? | | X | 20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES? | | X |
| 10. IS THERE A SWIMMING POOL ON THE PREMISES? | | X | | | |
| 11. SPORTING OR SOCIAL EVENTS SPONSORED? | | X | | | |

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).

08-0593

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

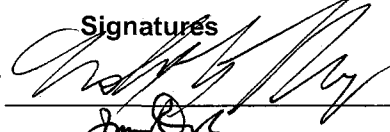
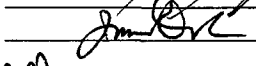
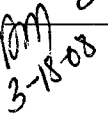
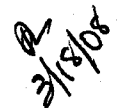
Page 1 of 1
BGEX-767-031308*2363 ✓

FUND 1507 - Criminal Justice Reserve Fund

Use this form to provide budget for items not anticipated in the budget.

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 3/11/2008 | REMAINING BALANCE |
|----------------------------------|--------------------------------------|-----------------|----------------|---------------|---------------|-----------------|--------------------------------|-------------------|
| <u>EXPENDITURES</u> | | | | | | | | |
| 767-7607-8101 | Contributions - Non-Gov't'l Agencies | 300,000 | 300,000 | 11,160 | | 311,160 | 200,000 | 111,160 |
| 820-9901-9902 | Operating reserves | 169,743 | 169,743 | | 11,160 | 158,583 | 0 | 158,583 |
| <u>TOTAL EXPENDITURES</u> | | | | <u>11,160</u> | <u>11,160</u> | | | |

Criminal Justice Commission
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

| Signatures | Date |
|---|---------|
|  | 3-14-08 |
|  | 3-19-08 |
|  | 3-18-08 |
|  | 3/18/08 |

By Board of County Commissioners
At Meeting of 4/1/08
Deputy Clerk to the
Board of County Commissioners