



Recommended by:  5-17-10  
Department Director Date

Approved By:  5/25/10  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$55,000	_____	_____	_____	_____
External Revenues	<\$55,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No x \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org \_\_\_\_\_ Object \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

AARA JAG Fund (Fund 1503) reserves.

C. Departmental Fiscal Review: *Aug 5/11/10*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

*[Signature]* 5/24/10  
OFMB *5/24/10*  
*5/27/10*

*[Signature]* 5/27/10  
Contract Dev. and Control  
*5/27/10*

### B. Legal Sufficiency:

*[Signature]* 5/27/10  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

*The effective date  
is retroactive.*

### C. Other Department Review:

\_\_\_\_\_  
Department Director

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**THIS CONTRACT** is made as of the first day of October 2009, 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 The Salvation Army - A Georgia Corporation for the Salvation Army, West Palm Beach Area Command - Northwest Community Center, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 58-0660607.

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 after school tutorial program, 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 Rosalind Murray, telephone number (561) 355-2332.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Captain Thomas McWilliams, telephone number (561)686-7858.

### **ARTICLE 2 - SCHEDULE**

The SERVICE PROVIDER shall commence services on October 1, 2009 and complete all services by March 31, 2012.

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 including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty-Five Thousand Dollars (\$55,000.00). 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, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- 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 not related to the project 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, overhead 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 consultants. 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 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 **\$500,000** Each Occurrence. 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. **Business Automobile Liability** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** SERVICE PROVIDER shall maintain Professional

Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **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 ten **(10)** day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to



Palm Beach County  
c/o Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

- 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 Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, under this Contract. In the event that such coverage is provided through self-insurance, the COUNTY may request and review a copy of the SERVICE PROVIDER'S most recent annual report or audited financial statements in determining whether to accept the sufficiency of such self-insurance, and the COUNTY will accept a Certificate of Self-Insurance Coverage in lieu of reviewing policies of insurance. In the event the County finds the insurance or self-insurance to be insufficient, the County shall provide the Agency with written notice, and the Agency shall provide sufficient coverage within 30 days.

#### **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, and 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. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)**

The SERVICE PROVIDER agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits C, D) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

#### **ARTICLE 21. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS**

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, and Florida Statutes.

- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit "A", are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit "A." Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

- H. Submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- I. Ensure that all fees collected in connection with said program shall be reinvested back into the program for use by the children participating in the program.

Copies of the required COUNTY forms have been supplied to the SERVICE PROVIDER as attachments to this Contract.

#### **ARTICLE 22 - 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 23 - 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, sexual orientation, gender identity or expression.

#### **ARTICLE 24 - 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 25 - 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 26- 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 consultants 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 27 - 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 28 - 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 L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

With copy to:

ATTN: Dawn Wynn  
Palm Beach County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401

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

Captain Thomas McWilliams, Area Commander  
The Salvation Army  
2100 Palm Beach Lakes Blvd.  
West Palm Beach, FL 33401

#### **ARTICLE 29 - 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 30 - 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. The Agency shall conduct a Criminal History Records Check including fingerprinting for all employees or subcontractors who are in direct contact with youth participants as per Florida Statute, Chapter 435.

#### **ARTICLE 31 - 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.

#### **ARTICLE 32 - NOTICES**

The SERVICE PROVIDER and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating that the funding has been provided by the Palm Beach County



Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

**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, Clerk & Comptroller**

**PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:**

By: \_\_\_\_\_


**By:**

~~John F. Koons,~~  
~~Chairperson~~

**BURT AARONSON  
CHAIR**

**WITNESSES:**

THE SALVATION ARMY, A GEORGIA  
CORPORATION FOR THE SALVATION  
ARMY WEST PALM BEACH AREA  
COMMAND - NORTHWEST COMMUNITY  
CENTER

  
Signature

Terry A. Hammond  
Name (type or print)

**By:**

**JOHN R. JONES**

TREASURER

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

**By:**

**Michael L. Rodriguez**

## **Exhibit A**

### **SCOPE OF WORK**

#### ***Project Description***

The Salvation Army Northwest Community Center is proposing to provide an after school tutorial program to children in the target Weed and Seed neighborhood. The program will include school aged children who will be engaged at the center located at 600 North Rosemary Ave., West Palm Beach, Monday-Friday after pick up at their respective schools. The program differs from other after school projects in many ways. The program will service up to sixty families and will have a mandatory monthly meeting with the families. Other program components include a bi-weekly technology workshop for fifth graders. This program is designed to spark an interest in math, science, and engineering. They will use 3D computer adventure, video game creation, and engineering/pre-robotics. The teachers used in the program will be certified and be supplemented by student teachers from the local universities.

#### **Evaluation and Measurements**

The creation of one (1) full time position, known as the After School Program Director; whose duties are:

Oversees the daily operation and maintains compliance with the Department of Children and Families for all aspects of the After-School, Tutoring, and Summer Day Camp Programs. Works in conjunction with county schools, other agencies and organizations to supplement and add resources to The Salvation Army educational programs; plans and implements special outreach activities for the community, networking with other agencies and churches as needed.

Schedules, supervises and trains after-school workers, summer day camp workers, tutoring staff, volunteers, and youth leaders ensuring appropriate conduct and performance of duties, as well as conducting periodic performance evaluations of support staff.

Establishes and implements a process for orienting new members to the programs of the community center.

Cultivates community support for The Salvation Army youth programs by conducting tours of the facilities and representing The Salvation Army when requested in speaking to groups

and clubs; researches and presents new opportunities for community outreach and programs including funding aspects.

Provides supervision to students who are not meeting their academic potential, placing an emphasis on students who are experiencing disruptions in their home life.

Develops and implements a method of tracking the student's successes, evaluating the need for different approaches to goals that are not being met.

Maintains up-to-date reports which display all facets of the educational programs for presentation to the Director, Councils, Board and other appropriate parties.

Meets with other staff to solicit input, develop schedules and assign delegated responsibilities when applicable.

Creates or secures appropriate handouts and other materials for programs as may be appropriate.

Implements various methods of recognition for participation and achievement.

Coordinates use of Multipurpose Gymnasium by all groups.

Maintains compliance with DCF licensing and regulations requirements pertaining to program, building, vehicles, and staff.

Sets up and maintains case files and health records for all children as required by Department of Children and Families ensuring infection control measures are practiced.

Calculates and collects program service fees from participating families; processes fee discount applications through Administrative Office.

Maintains communication and involvement with parents of children; makes home visits; publishes and posts monthly calendar of events.

Works cooperatively with County School Board by offering involvement in the Youth Programs to area school students.

Coordinates snacks and lunches for children.

Reports deficiencies and requests repairs for building and equipment maintenance as needed.

Attends weekly supervisory team meetings.

Represents The Salvation Army at such programs as Teen Pregnancy Prevention Alliance and school board meetings.

Participates in training programs, conferences, courses, etc. as requested by supervisor.

Completes the requirements for the National Program Administrator Credential, Territorial Services Social Services Correspondence Course, and mandatory reading for Supervisors in HUD programs.

**OTHER RESPONSIBILITIES:**

Assists with transporting children whenever needed; ensures the safety and protection of children at all times.

Performs other related work as required.

**Program Goals/Outcomes**

Scholastic Reading Inventory will improve at a rate greater than their peers;

Grade Point Average will increase by one half grade point in reading and math;

Sixty-five youth will remain crime free.

Children will be charged no more than \$5.00 per week for services.

**Evaluation:**

Evaluation will occur thorough data collection, use of the diagnostic FCAT tests, report cards for each student, DIBELS testing, and GPA calculation.

COST OF SERVICES

Personnel	\$38,000
Project Supplies	\$11,000
Occupancy	\$ 2,500
Training	\$ 1,500
Contract Services	\$ 2,000
Capitol	
Other	
Total	\$55,000



## **THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups c governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups c in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:  
May 1996

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

BGEX 767-051110\*1334

FUND 1503 - JAG LLEBG ARRA

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 as of 5/10/10	REMAINING BALANCE
<b>EXPENDITURES</b>								
762-7675-8101	Contributions - other government agencies	0	350,411	55,000		405,411	60,000	345,411
762-9900-9902	Operating Reserves	0	251,000		55,000	196,000	0	196,000
<b><u>TOTAL EXPENDITURES</u></b>				<u>55,000</u>	<u>55,000</u>			

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

Signatures	Date
<u><i>mg</i> 5/11/10</u>	_____
_____	_____
_____	_____

By Board of County Commissioners  
At Meeting of 6/08/10  
\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

Attachment 2