Agenda Item #: 3E-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 10, 201	[]	Ordinance	Ĺ]	Public Hearing
Department Submitted By: Community Service Commu		epartment ========		a 100000 person	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Agreements with the below listed public and non-profit agencies to provide various training services to low income participants serviced by the Community Services Department:

- A) Business Loan Fund of the Palm Beaches, Inc. d/b/a Center for Enterprise Opportunity, for the period May 1, 2013, through September 15, 2013, in an amount not to exceed \$10,000;
- B) Children of Purpose Christian Academy, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$10,000;
- C) Credit Card Management Services, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$5,250;
- D) Home Education Loan Program, Inc., for the period June 1, 2013, through September 30, 2013, in an amount not to exceed \$5,250;
- E) Oneeighty for Girls, Inc., for the period May 1, 2013, September 30, 2013, in an amount not to exceed \$5,000;
- F) The Jerome Golden Center for Behavioral Health, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$3,600;
- G) The Center for Technology, Enterprise and Development, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$20,000;
- H) T. Leroy Jefferson Medical Society, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$25,000; and
- I) The School District of Palm Beach County, for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$18,000.

Summary: On April 2, 2013, the BCC approved a list of pre-qualified public and non-profit agencies to provide various training services for the Community Services Department (Agenda Item 3.E.6). The majority of these training funds are provided by the Community Service Block Grant (CSBG) with remaining funds being Palm Beach County ad-valorem matching funds. These contracts were executed by the Department Director and the County Administrator in accordance with Agenda Item 3.E.6 (dated April 2, 2013), which delegated signature authority to the Community Services Department Director and County Administrator, or his designee, to sign the contracts for the Community Action Program. Thomas McKissack, an employee of The Jerome Golden Center for Behavioral Health, Inc., is a member of the Palm Beach County HIV Care Council. This Council provides no regulation, oversight, management, or policy-setting recommendations regarding the Community Action Program. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. (Community Services) Countywide (TKF)

Background and Justification: Community Services Department requested various trainings from non-profit and public entities throughout Palm Beach County for low income residents. Public and non-profit entities that provide trainings are exempt from the purchasing code. In order to maximize participation, Community Services Department posted a public notice in various locations encouraging agencies to participate and received responses from the agencies listed above.

Attachments:

1. Nine (9) Agreements

2. Agenda Item 3.E.6 Delegating Signature Authority

Recommended By:	Chellhy de	8/24/13
•	Department Director	Daté É
Approved By:		9/3/13
,	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					*****
Operating Costs	102,100				
External Revenue	(81,680)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	20,420				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

	NET FISCAL IMPACT	20,420				
]	# ADDITIONAL FTE POSITIONS (Cumulative)					
Bud	em Included In Current B get Account No.: d _1003_Dept _145_ Unit _14				rogram Peri	od <u>GY12</u>
B.	Recommended Source Funding source is the C Palm Beach County.	es of Funds/Sur SBG funds throu	mmary of Fi ugh the Depa	scal Impactartment of E	t: conomic Op	portunity and
C.	Departmental Fiscal R	eview: Taruna i	Malhotra, Dii	rector, Finan	icial & Supp	ort Svcs
		III. REVIE	W COMME	<u>NTS</u>		
Α.	OFMB Fiscal and/or C	ontract Develop	oment and (Control Con	nments:	
	OFMB NO 368 C	\$\langle 8\langle 28\langle 3	Contract D	7.7.7	Molowiand Control	JP13011

B. Legal Sufficiency:

Chief Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT BETWEEN PALM BEACH COUNTY AND

BUSINESS LOAN FUND OF THE PALM BEACHES, INC. d.b.a.

CENTER FOR ENTERPRISE OPPORTUNITY

This Agreement is made as of the State of Florida, 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 Business Loan Fund of the Palm Beaches, Inc. d.b.a. Center for Enterprise Opportunity, a Florida Non Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CEO, whose Federal I.D. is 593392460.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of CEO and CEO desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- CEO will provide entrepreneurial training to 5 low-income clients referred by the Palm Beach County Community Action Program.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine their eligibility for this program.
- B. COUNTY will provide CEO with documents to verify participants' eligibility.
- C. COUNTY will provide support services to participants to increase probability of completing the program successfully.
- D. COUNTY will provide space for the entrepreneurial training provided by TED CTR.

III. CEO DUTIES

- A. CEO will provide instruction, curriculum, and materials for the entrepreneurial training.
- B. CEO will train and assist participants in how to assess the feasibility of a business idea; how to develop a formal framework; and how to refine and launch a new start up.
- C. CEO will provide stipends for business startup assistance (to include but not be limited to State of Florida Business Registration, Business Tax Receipts, Domain Registration) to participants who are successful in developing their business idea to start up.
- D. CEO will provide follow up Technical Assistance, Counseling, and Coaching for the duration of the program period.

- E. CEO will provide to the COUNTY attendance records, copies of training certifications obtained by students and business start-up documentation for participants who establish a formal business.
- F. TED CTR will provide monthly invoices to the COUNTY.

Training	Number of Participants	Unit Cost	Total Cost
Entrepreneurial Training (includes, business cards, business license, business incorporation)	5	2,000	10,000
Total	5		\$10,000

IV. TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 15, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

A. As compensation in full for the training services delivered by CEO pursuant to this agreement, COUNTY shall pay CEO a maximum of \$10,000 for all services performed under this agreement.

VI. INDEMNIFICATION

CEO 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 Agreement or due to the acts or omissions of CEO.

VII. NONDISCRIMINATION

CEO 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

CEO 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 Agreement. 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 CEO's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit,

investigate, monitor, and inspect the activities of the CEO's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and CEO 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 Agreement. Except as above, neither the COUNTY nor CEO shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CEO.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the CEO 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 Agreement through no fault of the CEO. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CEO. Unless the CEO is in breach of this Agreement, the CEO 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 CEO shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

FOR: BUSINESS LOAN FUND OF THE PALM BEACHES, INC. d.b.a. CENTER FOR ENTERPRISE OPPORTUNITY

Lia T. Gaines, Executive Director

Business Loan Fund of the Palm Beaches, Inc. d.b.a. Center for Enterprise Opportunity

2200 N Florida Mango Road, Suite 401

West Palm Beach, FL 33409

FOR: PALM BEACH COUNTY

James Green, Program Director

Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII. **Signatory Authority**

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida

SIGNED BY:

Channell Wilkins, **Department Director**

DATE:

8, 2013

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

BUSINESS LOAN FUND OF THE PALM BEACHES, INC. d.b.a. CENTER FOR ENTERPRISE OPPORTUNITY

Lia T. Gaines

APPROVED AS TO TERMS AND CONDITIONS

DEPARTMENT HEAD

AGREEMENT BETWEEN PALM BEACH COUNTY AND CHILDREN OF PURPOSE CHRISTIAN ACADEMY, INC.

This Agreement is made as of the _______ day of _______, 2013, 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 <u>Children of Purpose Christian Academy, Inc., a Florida Non Profit Corporation</u> authorized to do business in the State of Florida, hereinafter referred to as the COP, whose Federal I.D. is 270499156.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of COP and COP desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- COP will provide leadership, entrepreneurial and life skills training to 20 low-income families (Youth between ages 12-18) referred by the Palm Beach County Community Action Program.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine their eligibility for this program.
- B. COUNTY will provide COP with documents to verify participants' eligibility.
- C. COUNTY will provide support services to participants to increase probability of families completing the program successfully.
- D. COUNTY will follow up with the participants periodically to provide support services.

III. COP DUTIES

- A. COP will submit a Vendor Registration Form and W-9 to COUNTY for processing.
- B. COP will provide space and materials for the training.
- C. COP will provide a list of Households (families) to participate in the training.
- D. COP will provide leadership and entrepreneurial trainings for participants.
- E. COP will provide life skills training to the participants.
- F. COP will work with participants to conduct a service learning project that benefits their community.
- G. COP will submit sign in sheets, an invoice, and training agendas/certificates to COUNTY monthly.
- H. COP will provide a copy of the certifications obtained by the students.
- I. COP will work with COUNTY to develop a schedule and select individuals to conduct the trainings.

Training	Number of Participants	Unit Cost	Total Cost
Entrepreneurial, Leadership & Life skills	20	\$500	\$10,000
Total			\$10,000

IV.TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

A. As compensation in full for the training services delivered by COP pursuant to this agreement, COUNTY shall pay COP a maximum of \$10,000 for all services performed under this agreement.

VI. INDEMNIFICATION

COP 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 Agreement or due to the acts or omissions of COP.

VII. NONDISCRIMINATION

The COP 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

The COP 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 Agreement. 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 COP's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COP's, its officers, agents, employees, and

lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX.SUCCESSORS AND ASSIGNS

The COUNTY and the COPs 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 Agreement. Except as above, neither the COUNTY nor the COPs shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or COP.

XI.TERMINATION CLAUSE

This Agreement may be terminated by the COP 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 Agreement through no fault of the COP. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the COP. Unless the COP is in breach of this Agreement, the COP 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 COP shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

For: Children of Purpose Christian Academy, Inc.

Dr. Lynn Allen, President

Children of Purpose Christian Academy, Inc.

2250 Palm Beach Lakes Blvd Ste. 116

West Palm Beach, FL 33409

For: Palm Beach County

James Green, Program Director

Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII.Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida CHILDREN OF PURPOSE CHRISTIAN ACADEMY, INC.

SIGNED BY:

Channell Wilkins, Department Director Dr. Lynn Allen President

DATE: _____

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY:

DEPARTMENTHEAD

AGREEMENT BETWEEN PALM BEACH COUNTY AND

CREDIT CARD MANAGEMENT SERVICES, INC.

This Agreement is made as of the ______ day of ______, 2013, 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 <u>Credit Card Management Services, Inc., a Florida Non Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as the CCMS, whose Federal I.D. is 311483386.</u>

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of CCMS and CCMS desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

STATEMENT OF WORK- CCMS will provide financial management training for the Palm Beach County Community Action Agency's self-sufficiency clients and other low income customers who are receiving assistance through the Community Service Block Grant (CSBG).

I. COUNTY DUTIES

- A. COUNTY will provide space for the training.
- B. COUNTY will ensure that low income participants attend the training.
- C. COUNTY will provide a date and time for the training.
- D. COUNTY will provide a sign in sheet for the training.

II. CCMS DUTIES

- A. CCMS will complete a Vendor Registration Form and W-9 and will submit it to Finance for processing.
- B. CCMS will provide materials for the training.
- C. CCMS will provide financial management training for low income participants through the Debtor Education Course.
- D. CCMS will provide a survey for participants to complete after training is completed.
- E. CCMS will use participants' credit reports, bank statements and other documents to provide a comprehensive financial assessment for low income participants with recommendations on ways to save money with banking fees, check cashing fees, payday loans, rent-to-own fees, credit card interest rates and late fees, and improving the bottom line of their personal budgets by reducing other costs.
- F. CCMS will send an invoice, sign in sheet and agenda to the COUNTY monthly.

Training	Number of Hours	Number of Clients	Cost Per Client	Total Cost
Financial	12	120	\$12.50	\$1500

Management Workshop				
Developing a Financial Management Assessment and Budget	50	25	\$150	\$3750
TOTAL				\$5250

III. TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

IV. COMPENSATION

A. As compensation in full for the training services delivered by CCMS pursuant to this agreement, COUNTY shall pay CCMS a maximum of \$5,250 for all services performed under this agreement.

V. INDEMNIFICATION

CCMS 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 Agreement or due to the acts or omissions of CCMS.

VI. NONDISCRIMINATION

The CCMS 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, familial status, sexual orientation, gender identity and expression.

VII. ACCESS AND AUDITS

The CCMS 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 Agreement. 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 CCMS's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CCMS's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

VIII. SUCCESSORS AND ASSIGNS

The COUNTY and CCMS 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 Agreement. Except as above, neither the COUNTY nor CCMS shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

IX. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CCMS.

X. TERMINATION CLAUSE

This Agreement may be terminated by the CCMS 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 Agreement through no fault of the CCMS. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CCMS. Unless the CCMS is in breach of this Agreement, the CCMS 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 CCMS shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XI.AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

FOR: CREDIT CARD MANAGEMENT SERVICES, INC.

Paul L. Donohue Jr., President
Credit Card Management Services, Inc.
1325 N. Congress Ave. Suite 201
West Palm Beach, FL 33401

FOR: PALM BEACH COUNTY

James Green, Program Director
Palm Beach County
810 Datura Street
West Palm Beach, FL 33401

XII. Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State

of Florida

SIGNED BY: _

Channell Wilkins
Department Director

DATE: _

06/17/2013

CREDIT CARD MANAGEMENT SERVICES,

INC

SIGNED BY

Paul L Donohue, Jr.

President

013

TE: 5/28/2

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

RV.

DEPARTMENT HEAD

AGREEMENT BETWEEN PALM BEACH COUNTY AND

HOME EDUCATION LOAN PROGRAM, INC.

This Agreement is made as of the 18th day of 1000, 2013, 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 Home Education Loan Program, Inc., a Florida Non Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as the HELP, whose Federal I.D. is 421552934.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of HELP and HELP desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

STATEMENT OF WORK- HELP will provide financial management training for the Palm Beach County Community Action Agency's self-sufficiency clients and other low income customers who are receiving assistance through the Community Service Block Grant (CSBG).

I. COUNTY DUTIES

- A. COUNTY will provide space for the training.
- B. COUNTY will ensure that low income participants attend the training.
- C. COUNTY will provide a date and time for the training.
- D. COUNTY will provide a sign in sheet for the training.

II. HELP DUTIES

- A. HELP will complete a Vendor Registration Form and W-9 and will submit it to Finance for processing.
- B. HELP will provide materials for the training.
- C. HELP will provide financial management trainings for low income participants through the Neighbor Works Financial Management Course.
- D. HELP will provide a survey for participants to complete after training is completed.
- E. HELP will use participants' credit reports, bank statements and other documents to provide a comprehensive financial assessment for low income participants with recommendations on ways to save money with banking fees, check cashing fees, payday loans, rent-to-own fees, credit card interest rates and late fees, and improving the bottom line of their personal budgets by reducing other costs.
- F. HELP will send a certificate, invoice, sign in sheet and agenda to the COUNTY monthly.

Training	Number of Hours	Number of Clients	Cost Per Client	Total Cost
Financial Management Workshop	12	120	\$12.50	\$1500
Developing a Financial Management Assessment and Budget	60	30	\$62.50	\$3750
TOTAL				\$5250

III. TERM

A. The term of the agreement shall begin on June 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

IV. COMPENSATION

A. As compensation in full for the training services delivered by HELP pursuant to this agreement, COUNTY shall pay HELP a maximum of \$5,250 for all services performed under this agreement.

V. INDEMNIFICATION

HELP 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 Agreement or due to the acts or omissions of HELP.

VI. NONDISCRIMINATION

The HELP 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, familial status, sexual orientation, gender identity and expression.

VII. ACCESS AND AUDITS

The HELP 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 Agreement. 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 HELP's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the HELP's, its officers, agents, employees,

and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

VIII. SUCCESSORS AND ASSIGNS

The COUNTY and HELP 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 Agreement. Except as above, neither the COUNTY nor HELP shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

IX. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or HELP.

X. TERMINATION CLAUSE

This Agreement may be terminated by the HELP 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 Agreement through no fault of the HELP. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the HELP. Unless the HELP is in breach of this Agreement, the HELP 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 HELP shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XI. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

FOR: HOME EDUCATION LOAN PROGRAM, INC.

Cassie Clark-Alford

Home Education Loan Program, Inc.

1009 10th Street

West Palm Beach, FL 33401

FOR: PALM BEACH COUNTY

James Green, Program Director
Palm Beach County
810 Datura Street
West Palm Beach, FL 33401

XII. Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida HOME EDUCATION LOAN PROGRAM INC.

SIGNED BY: ___

Channell Wilkins
Department Director

SIGNED BY

Cassie Clark-Alford President

DATE: _

DATE: _

06-18-2013

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY:

DEPARTMENT HEAD

AGREEMENT BETWEEN PALM BEACH COUNTY AND

ONEEIGHTY FOR GIRLS, INC

This Agreement is made as of the ______ day of ______, 2013, 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 <u>Oneeighty for Girls, Inc., a Florida Non Profit Corporation</u> authorized to do business in the State of Florida, hereinafter referred to as the OFG, whose Federal I.D. is 208278067.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of OFG and OFG desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- OFG will provide Life skills and Health and Wellness trainings to 10 low-income families (Youth between ages 12-18) referred by the Palm Beach County Community Action Program.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine their eligibility for this program.
- B. COUNTY will provide OFG with documents to verify participants' eligibility.
- C. COUNTY will provide support services to participants to increase probability of families completing the program successfully.
- D. COUNTY will follow up with the participants periodically to provide support services.

III. OFG DUTIES

- A. OFG will submit a Vendor Registration Form and W-9 to COUNTY for processing.
- B. OFG will provide space and materials for the training.
- C. OFG will provide Life skills and Health and Wellness trainings for participants referred by Palm Beach County Community Action Program.
- D. OFG will work with participants to conduct a service learning project that benefits their community.
- E. OFG will submit sign in sheets, an invoice, and training agendas/certificates to COUNTY monthly.
- F. OFG will provide a copy of the certifications obtained by the students.
- G. OFG will work with COUNTY to develop a schedule and select individuals to conduct the trainings.

Training	Number of Participants	Unit Cost	Total Cost
Life skills, Health, and Wellness	10	\$500	\$5,000
		:	
Total			\$5,000

IV. TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

A. As compensation in full for the training services delivered by OFG pursuant to this agreement, COUNTY shall pay OFG a maximum of \$5,000 for all services performed under this agreement.

VI. INDEMNIFICATION

OFG 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 Agreement or due to the acts or omissions of OFG.

VII. NONDISCRIMINATION

The OFG 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

The OFG 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 Agreement. 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 OFG's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the OFG's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and OFG 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 Agreement. Except as above, neither the COUNTY nor OFG shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or OFG.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the OFG 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 Agreement through no fault of the OFG. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the OFG. Unless the OFG is in breach of this Agreement, the OFG 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 OFG shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

For: Oneeighty for Girls, Inc.

Catrina Lyons
Director, Oneeighty for Girls, Inc.
5700 Strawberry Lakes Circle
Lake Worth, FL 33409

For: Palm Beach County

James Green
Program Director, Palm Beach County
810 Datura Street
West Palm Beach, FL 33401

XIII.Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State

of Florida

ONEEIGHTY FOR GIRLS, INC.

SIGNED BY:

DATE: _

Department Director

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

AGREEMENT BETWEEN PALM BEACH COUNTY AND

THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of JGBHC and JGBHC desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- JGBHC will provide resilience building, conflict resolution, anger management, stress reduction, self-esteem, and communication skills to 20 low-income families (and 20 clients in Belle Glade) referred by the Palm Beach County Community Action Program.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine their eligibility for this program.
- B. COUNTY will provide JGBHC with documents to verify participants' eligibility.
- C. COUNTY will provide support services to participants to increase probability of families completing the program successfully.
- D. COUNTY will follow up with the participants periodically to provide support services.
- E. COUNTY will provide space for the training.

III. JGBHC DUTIES

- A. JGBHC will submit a Vendor Registration Form and W-9 to COUNTY for processing.
- B. JGBHC will provide resilience building, conflict resolution, anger management, stress reduction, self-esteem, and communication skills trainings for participants referred by Palm Beach County Community Action Program.
- C. JGBHC will submit sign in sheets, an invoice and training agendas or certificates to COUNTY monthly by the fifteenth of the month following service.
- D. JGBHC will provide a copy of the certifications obtained by the students.
- E. JGBHC will provide completed pre and post assessments for each participant to COUNTY.
- F. JGBHC will work with COUNTY to develop a schedule to conduct the trainings.

Training	Number of Participants	# of Hours	Unit Cost Per Hour	Total Cost
Lifeskills Training (Resilience building, conflict resolution, anger manageme nt, stress reduction, self-esteem and communica tion skills)	20 (Riviera Beach)	48 Hours 12 Groups: Preparation and Post Group Work (2hrs) with Client Time (2hrs) for every group.	\$50	\$2400
Lifeskills Training (Resilience building, conflict resolution, anger manageme nt, stress reduction, self-esteem and communica tion skills)	20 (Belle Glade)	24 Hours; 6 Groups: Preparation and Post Group Work (2hrs) and Client time (2hrs) for every group	\$50	\$1200
Total	40			\$3,600

IV. TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

A. As compensation in full for the training services delivered by JGBHC pursuant to this agreement, COUNTY shall pay JGBHC a maximum of \$3,600 for all services performed under this agreement.

VI. INDEMNIFICATION

JGBHC 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 Agreement or due to the acts or omissions of JGBHC.

VII. NONDISCRIMINATION

The JGBHC 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

The JGBHC shall maintain adequate records to justify all charges for performing the work for at least three (3) years after completion or termination of this Agreement. 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 JGBHC's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the JGBHC's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and JGBHC 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 Agreement. Except as above, neither the COUNTY nor JGBHC shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or JGBHC.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the JGBHC 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 Agreement through no fault of the JGBHC. It may also be

terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the JGBHC. Unless the JGBHC is in breach of this Agreement, the JGBHC 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 JGBHC shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

For: The Jerome Golden Center for Behavioral Health, Inc.

Linda DePiano, PhD

Chief Executive Officer

1041 45th Street

West Palm Beach, FL 33407

For: Palm Beach County

James Green

Program Director, Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII.Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida

SIGNED BY:

Department Director

00/17/2013

THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC.

Linda DePiano, PhD Chief Executive Officer

DATE:

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

DEPARTMENT HEAD

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.

This Agreement is made as of the _______ day of _______, 2013, 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 <u>The Center for Technology</u>. <u>Enterprise and Development, Inc., a Florida Non Profit Corporation</u> authorized to do business in the State of Florida, hereinafter referred to as TED CTR, whose Federal I.D. is 650362710.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of TED CTR and TED CTR desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- TED CTR will provide entrepreneurial training and other business related services to 10 low-income clients referred by the Palm Beach County Community Action Program.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine their eligibility for this program.
- B. COUNTY will provide TED CTR with documents to verify participants' eligibility.
- C. COUNTY will provide support services to participants to increase probability of completing the program successfully.
- D. COUNTY will follow up with the participants periodically to provide employment support services.

III. TED CTR DUTIES

- A. TED CTR will provide space and materials for the training.
- B. TED CTR will provide entrepreneurial training for participants referred by the Palm Beach County Community Action Program.
- C. TED CTR will train and assist participants in developing a business plan, incorporating their business, and obtaining their business license.
- D. TED CTR will train and assist participants in developing marketing tools.
- E. TED CTR will submit sign in sheets, an invoice, and training certificates to COUNTY no later than one week after students' complete training.
- F. TED CTR will provide a copy of the certifications obtained by the students.

Training	Number of Participants	Unit Cost	Total Cost
Entrepreneurial Training (includes business plan, business cards, business license, business incorporation)	10	2,000	20,000
Total		_	\$20,000

IV. TERM

A. The term of the agreement shall begin on May 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

A. As compensation in full for the training services delivered by TED CTR pursuant to this agreement, COUNTY shall pay TED CTR a maximum of \$20,000 for all services performed under this agreement.

VI. INDEMNIFICATION

TED CTR 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 Agreement or due to the acts or omissions of TED CTR.

VII. NONDISCRIMINATION

TED CTR 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

TED CTR 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 Agreement. 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 TED CTR's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TED CTR's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and TED CTR 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 Agreement. Except as above, neither the COUNTY nor TED CTR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TED CTR.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the TED CTR 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 Agreement through no fault of the TED CTR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the TED CTR. Unless the TED CTR is in breach of this Agreement, the TED CTR 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 TED CTR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

FOR: THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.

Seabron A. Smith, Executive Director

The Center for Technology, Enterprise and Development, Inc.

401 West Atlantic Avenue, Suite O9

Delray Beach, FL 33444

FOR: PALM BEACH COUNTY

James Green, Program Director

Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII.Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.

SIGNED BY: ___

Robert Weisman, County Administrator SIGNED BY:

Seabron A. Smith

Executive Director

DATE:

2/12

DATE.

MAY 1,2013

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

Approved as to terms and conditions

Channell Wilkins, Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND

T. LEROY JEFFERSON MEDICAL SOCIETY, INC.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of TLJMS and TLJMS desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- The Palm Beach County Community Action Program's (CAP) mission is to remove barriers and create opportunities that will enable low-income individuals and families to become more self-sufficient. CAP provides employment, financial management, transportation, childcare, food and nutrition, education and training and emergency services to over 30,000 Palm Beach County residents annually. CAP's primary objective is to help participants to move away from government dependence. To that end, CAP is seeking an agency to deliver services that will encourage participants to improve their physical, mental, emotional and financial health.

The T. Leroy Jefferson Medical Society is a group of dedicated doctors bonding together to empower the underserved population in Palm Beach County through education, advocacy and guidance. This agreement is to collaborate with TLJMS to provide ongoing training and coordination of training for low income participants of the Palm Beach County Community Action Agency's Pathways for Achieving Self-Sufficiency (PASS) program. Selected PASS participants will receive training through this program until September 30, 2013.

II. COUNTY DUTIES

- A. COUNTY will collect documentation for clients to determine eligibility for this program.
- B. COUNTY will provide space for the training.
- C. COUNTY will ensure that participants attend the training.
- D. COUNTY will provide a date and time for the training.
- E. COUNTY will provide a sign in sheet for the training and other materials for participants.
- F. COUNTY will ensure the delivery of objectives and outcomes stated on logic model.
- G. COUNTY will provide support services to participants to increase their probability of completing the program successfully.

H. COUNTY will follow up with the participants periodically to provide employment support services.

III. TLJMS DUTIES

- A. TLJMS will conduct ongoing health screenings, analysis and assessments for PASS participants.
- B. TLJMS will recruit mentors for participants of the program.
- C. TLJMS will develop and deliver a health curriculum on the most prevalent health issues that affect the low income residents of Palm Beach County.
- D. TLJMS will deliver presentations and workshops to educate participants on ways to improve their health.
- E. TLJMS will provide some materials for the training.
- F. TLJMS will provide pre/post test for participants before and after training.
- G. TLJMS will help participants to identify a medical home during and after training is delivered.

IV. TERM

A. The term of the agreement shall begin on May 1st, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

Training	Number of Hours	Unit Cost	Total Cost		
Health Screening	25	\$200/hr	\$5,000		
Diet & Nutrition Workshops includes food and material (Dr. Anderson/Pam)	25	\$200/hr	\$5,000		
Physical health workshops (Dr. Anderson)	25	\$200/hr	\$5,000		
Healthy lifestyle training (Dr. Anderson)	50	\$200/hr	\$10,000		
Total			\$25,000		

V. COMPENSATION

As compensation in full for the training services delivered by TLJMS pursuant to this agreement, COUNTY shall pay TLJMS a maximum of \$25,000 for all services performed under this agreement.

VI. INDEMNIFICATION

TLJMS 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 Agreement or due to the acts or omissions of TLJMS.

VII. NONDISCRIMINATION

The TLJMS 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

The TLJMS 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 Agreement. 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 TLJMS's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TLJMS's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and TLJMS 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 Agreement. Except as above, neither the COUNTY nor TLJMS shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TLJMS.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the TLJMS 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 Agreement through no fault of the TLJMS. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the TLJMS. Unless the TLJMS is in breach of this Agreement, the TLJMS 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 TLJMS shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

For: T. Leroy Jefferson Medical Society, Inc.

Dr. Collette Brown-Graham

President, T. Leroy Jefferson Medical Society

222 Lakeview Ave., Suite 160

West Palm Beach, FL 33401

For: Palm Beach County

James Green, Program Director

Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII. Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida T. LEROY JEFFERSON MEDICAL SOCIETY, INC.

SIGNED BY: Robert Weisman

County Administrator

SIGNED BY:

Dr. Collette Brown-Graham

President

DATE

DATE:

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

Approved as to terms and conditions

Channell Wilkins, Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY

This Agreement is made as of the _______ day of _______, 2013, 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 <u>The School District of Palm Beach County</u>, a <u>Public Entity</u> authorized to do business in the State of Florida, hereinafter referred to as SDPBC, whose address is 4200 Purdy Lane Bldg #50-103 Palm Springs, FL 33461.

Witnesseth:

Whereas, COUNTY desires to engage and retain the services of SDPBC and SDPBC desires to accept such engagement.

Now therefore, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. STATEMENT OF WORK- SDPBC will provide General Education Development (GED) training and testing waivers to 250 low-income clients. SDPBC will assist 250 eligible participants in obtaining their GED.

II. COUNTY DUTIES

- A. COUNTY will work closely with SDPBC Adult Education Counselors to process student applications to determine their eligibility for this program.
- B. COUNTY will provide program participants with a client intake form that is dated after October 1, 2012 and before September 30, 2013 and the participants will submit the Client Intake Form to the SDPBC Department of Adult & Community Education to verify their eligibility.
- COUNTY will provide support services to participants to increase probability of completing the program successfully.
- D. COUNTY will follow up with the participants periodically to provide employment support services.
- E. COUNTY will provide student with a waiver to present at time of class registrations and/or at time of GED test registration.
- F. COUNTY will provide a dedicated person to process SDPBC student's applications and answer questions.
- G. COUNTY will compensate the SDPBC for each test taken by participants whose eligibility was confirmed by the Palm Beach County Community Action Program.

III. SDPBC DUTIES

- A. SDPBC will inform adult education students of opportunities the Department of Adult & Community Education is offering.
- B. SDPBC will provide the COUNTY with Test of Adult Basic Education (TABE) and Official Practice Test (OPT) test scores when needed.
- C. SDPBC Adult Education Counselors will provide adult education students currently enrolled in their programs information regarding COUNTY's program. In addition to meeting the program eligibility requirements, students must also score 450+ on all subtests of the OPT in order to receive GED test cost waiver. If students are applying for age waivers they must score 500 or more on the OPT. Adult Education Counselors will assist students with the application process. In order for students to qualify for the GED tuition waiver program he/she must score a Grade Equivalent (GE) of 9.0+ on the A level TABE test. Adult Education Counselors will assist students with the application process.
- D. SDPBC will provide student with test scores to verify participants' eligibility.
- E. SDPBC will provide the COUNTY with timely GED pass reports and/or TABE scores to determine learning gains.
- F. SDPBC will bill the COUNTY on a monthly basis based on the waivers received.
- G. SDPBC will complete a Vendor Registration Form and W-9, and will submit it to Finance for payment.
- H. SDPBC will submit an invoice, and proof of test completion to the COUNTY representative or designee.

Training	Number of Participants	Unit Cost	Total Cost	
Math I & II	250	\$14	3,500	
Reading	250	\$14	3,500	
Science	250	\$14	3,500	
Social Studies	250	\$14	3,500	
Writing	250	\$16	4,000	
Total			18,000	

^{*}Participants who are billed for the complete battery of test will pay \$70 (250x\$70=17,500)

IV. TERM

A. The term of the agreement shall begin on May, 1, 2013 and end September 30, 2013. The term may be extended by mutual written agreement of the parties.

V. COMPENSATION

As compensation in full for the training services delivered by SDPBC pursuant to this agreement, COUNTY shall pay SDPBC a maximum of \$18,000 for all services performed under this agreement. All invoices and supporting documentation will be emailed or mailed to Natalie Diaz at ndiaz@pbcgov.org or 810 Datura Street WPB, FL 33401.

VI. INDEMNIFICATION

SDPBC 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 Agreement or due to the acts or omissions of SDPBC.

VII. NONDISCRIMINATION

The SDPBC 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, familial status, sexual orientation, gender identity and expression.

VIII. ACCESS AND AUDITS

The SDPBC 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 Agreement. 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 SDPBC's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SDPBC's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. SUCCESSORS AND ASSIGNS

The COUNTY and the SDPBCs 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 Agreement. Except as above, neither the COUNTY nor the SDPBCs shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this

Agreement, including but not limited to any citizen or employees of the COUNTY and/or SDPBC.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the SDPBC 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 Agreement through no fault of the SDPBC. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SDPBC. Unless the SDPBC is in breach of this Agreement, the SDPBC 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 SDPBC shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and sub agreements 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.

XII. AGENCY REPRESENTATIVES

For the purpose of this agreement, the agency representatives are:

For: The School District of Palm Beach County

Mary Barrett, Manager

Dept. of Adult & Community Education

4200 Purdy Lane Bldg #50-103

Palm Springs, FL 33461

For: Palm Beach County

James Green, Program Director

Palm Beach County

810 Datura Street

West Palm Beach, FL 33401

XIII.Signatory Authority

IN WITNESS WHEREOF, the parties hereto have caused this 5 page Agreement to be executed by their officials there unto duly authorized.

Provider: PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State
of Florida

THE SCHOOL DISTRICT OF PALM BEACH
COUNTY

WATER TO STATE OF PALM BEACH
COUNTY

SIGNED BY: Robert Weisman,

County Administrator

DATE: 7/2/17

SIGNED BY:

Mary Barrett

DATE:

Approved as to form and legal sufficiency

Tammy Fields, Chief Assistant County Attorney

Approved as to terms and conditions

Channell Wilkins, Department Director

Agenda Item #: 3E-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Apr	il 2, 2013	[X] []	Consent Ordinance	[Regular Public He	aring
Department Submitted By:	Community	v Services		· ·		
Submitted For:		y Services De	partment			
				A	PPROV	ED
		<u>I. EXEC</u>	UTIVE BRIEF	MEETING	OF COUNTY CO	MMISSIONERS R 0 2 7013
Motion and Title: S	staff recomm	nends motio	n to:		S & RECORDS	LULL DO
 A) approve the training services accordance with 	for the Cor	mmunity Serv	ices Departme	it pool of a nt on an a	agenčies to pi is needed bas	ovide various is selected ir
B) delegate at the Farmworker training to progr and to the Depa	and Commi am participai	unity Action P nts effective fr	rograms to pro om April 2, 201	ovide empl 3, for amo	oyment and s unts not to ex	elf sufficiency
SUMMARY: The Attachment "A" resconduct program in submit formal propability to deliver the proposals and recowill be based on Farmworker budge Community Service County ad-valoremindividuals and far services under sewellness, education Background and and public entities that provide participation, Comagencies to particip	sponded to formation se osals. Agei coutput and mmend awai the allocation Block Grar matching funilies who noveral categori, childcare, a distribution throughout Ple trainings munity Serv	the request. essions and idencies that substituted that are in ions outlined with out (CSBG) and int (CSBG) and int (CSBG) and int including and life skills. Community aim Beach Coare exempt vices posted	Community A entify the requerement a proposad their pricing. The best interest in the appropriate of the pricing funds (appendix selected and Beach Community Selected to the prices will reput for low infrom the purce a public notice.	action and ested servicel will outlined annu proximatel Grant. The dwill protounty. Conship, empervices) Come residualing come residualing code in variational services.	Farmworker ce areas for me their quality on committee county. The areal Community 85%) are proper remaining the training the training the training the training the training the training out trainings for the training tr	Programs will espondents to ications, their will review the ward amounts of Action and ovided by the percentage is to low income ices provides, health and ices of the maximize to maximize
Attachments: A) l	ist of Partici	pating Agencie	es			
	1				2/19/1	4
Recommended By	Departmen	nt Director			Date/	<u> </u>
	$\langle \ \rangle$				21/1	•
Approved By:	Assistant (County Admir	nistrator		<i>S/Us / (3</i>	
The second secon						

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

	Fiscal Years	2013	2014	2015	2016	2017
	Capital Expenditures					
	Operating Costs	400,000				
	External Revenue	(335,000)	•			
	Program Income			1.		
	In-Kind Match (County)					
·	NET FISCAL IMPACT	65,000				
	# ADDITIONAL FTE POSITIONS (Cumulative)					
Rude	em Included In Current Boget Account No.: dDept Unit				.	
Func	DeptOnit	Object	Program	Code/Peno		
В.	Recommended Source Funding sources include \$65,000 (20% match for expenditures.	\$260,000 from	CSBG funds	i, \$75,000 f	rom Farmwo	
C.	Departmental Fiscal Re	eview:	m			
		Taruna N	Mathotra, Dire	ector, Finar	ncial & Supp	ort Svcs
		<u>III. REVIE</u>	W COMMEN	TS .		
Α.	OFMB Fiscal and/or Co	ontract Develop	ment and C	ontrol Cor	nments:	
· · · .	San	2 3/20/201	31/2	3. Ducos	H318	2113
	OFMB \	or white	Contract De	velopment	and Gontrol	
B.	Legal Sufficiency:	apolis				٠.

Legal Sufficiency:

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

ATTACHMENT A LIST OF PARTICIPATING AGENCIES

	Agency	Type of Training
1.	Palm Beach State College	Early Childhood Medical, Entrepreneurship Security
2.	The Center for Technology, Enterprise and Development, Inc.	Entrepreneurship, Financial Management
3.	Center for Enterprise Opportunity	Entrepreneur, Financial Management
4.	Project SHIP Foundation, Inc.	Entrepreneurship, Computer Skills
\$7. K.S	Home Education Loan Program, Inc.	Entrepreneurship, Financial Management
6.	Professional Opportunities Program for Students, Inc.	Entrepreneurship, Life Skills
7.	New Beginnings Community Development Center, Inc.	Entrepreneurship, Life Skills, Computer, Health and Wellness
8.	The Urban League of Palm Beach County, Inc.	Entrepreneurship, Life Skills, Computer, Health and Wellness
	Envision America, Inc.	Entrepreneur, Life Skills, Computer, Health and Wellness
10.	Children of Purpose Christian Academy, Inc.	Life Skills, Entrepreneur, Computer Skills, Health and Wellness
11.	City of Pahokee	Life Skills) Entrepreneur, Computer Skills, Health and Wellness
12.	Guiftream Goodwill Industries, Inc.	Employment Skills
// 13	Workforce Alliance, Inc.	Medical Training, GED, Life Skills, Employment
14.	OneEighty for Girls, Inc.	Life Skills, Health and Wellness
15.	T. Leroy Jefferson Medical Society, Inc.	Health and Wellness, Life Skills
16.	The Jerome Golden Center for Behavioral Health, Inc.	Life Skills
17.	Credit:Card Management Services, Inc.	Financial Management
18.	School District of Palm Beach County	GED Training
19.	City of South Bay	Bialding Instruction and Training