PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: Oc	tober 22, 2013	[X]	Consent	Ĩ]	Regular
		[]	Ordinance	[]	Public Hearing
Department						
Submitted By:	Community Ser	vices				
Submitted For:	Community Ser	vices De	<u>partment</u>			

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 30, 2013, in an amount not to exceed \$20,000;
- **B)** New Beginnings Community Development Center, Inc., for the period July 1, 2013, through September 30, 2013, in an amount not to exceed \$20,000;
- C) Project SHIP Foundation, Inc., for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$10,000;
- D) City of South Bay, for the period May 1, 2013, through September 30, 2013, in an amount not to exceed \$23,610;

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 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, 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. (Community Services) <u>Countywide</u> (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. Four (4) Agreements

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

Recommended B	y: <u>Januna Malhotia</u> Department Director	10/7/13
	Department Director	Date
Approved By:	p. Ja	10/10/13
	Assistant ¢ounty Administrator	Date
	\bigcirc	

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A.

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	73,610				
External Revenue	(58,888)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	14,722				

ADDITIONAL FTE **POSITIONS** (Cumulative)

Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1003 Dept 145 Unit 1455 Object 3421 Program Code C472 Program Period GY12

- **Recommended Sources of Funds/Summary of Fiscal Impact:** Β. Funding source is the Community Service Block Grant funds through the Department of Economic Opportunity and Palm Beach County.
- C. **Departmental Fiscal Review:** Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

OFMB Fiscal and/or Contract Development and Control Comments: Α.

OFMB

リマ Contract Development and Contro Mohecter 10-15-13

Legal Sufficiency: B.

nef 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 ______ 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>Business Loan Fund of the Palm Beaches</u>, 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 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 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 CEO.

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. CEO will provide monthly invoices to the COUNTY.

Training	Number of Participants	Unit Cost	Total Cost
Entrepreneurial Training (includes, business cards, business license, business incorporation)	10	2,000	20,000
Total	10		\$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 CEO pursuant to this agreement, COUNTY shall pay CEO a maximum of \$20,000 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

SIGNED BY:

DATE:

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

Robert Weisman

County Administrator

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

ZL STGNED BY: Lia T. Gaines

Executive Director

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

CITY OF SOUTH BAY

This Agreement is made as of the 16 day of 36, 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>City of South Bay, a Municipal Government Entity</u> authorized to do business in the State of Florida, hereinafter referred to as COSB, whose address is 335 SW 2nd Avenue, South Bay, FL 33493.

Witnesseth:

- Whereas, COUNTY desires to engage and retain the services of COSB and COSB 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- COSB will work with Palm Beach State College to provide Nail Technician training, and Braiding training, to low income individuals residing in South Bay, 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 COSB 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. COSB DUTIES

- A. COSB will submit a Vendor Registration Form and W-9 for processing.
- B. COSB will provide space and materials for the training.
- C. COSB will provide Nail Technician training, and Braiding training, for participants referred by the Palm Beach County Community Action Program.
- D. COSB will submit sign in sheets, an invoice, and training agendas/certificates to COUNTY monthly.
- E. COSB will provide a copy of the certifications obtained by the students.
- F. COSB will work with the COUNTY to develop a schedule and select individuals to conduct the trainings.

Training	Number of Participants	Unit Cost	Total Cost
Nail Technician (Tuition and Books)	5	\$3,903	\$19,515
Braiding	15	\$273	\$4,095
Total	20		\$23,610

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 COSB pursuant to this agreement, COUNTY shall pay COSB a maximum of \$23,610for all services performed under this agreement.

VI. INDEMNIFICATION

COSB 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 COSB.

VII. NONDISCRIMINATION

COSB 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

COSB 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 COSB'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 COSB's, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

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, **CITY OF SOUTH BAY** A Political Subdivision of the State of Florida SIGNED BY: SIGNED BY: Joe Kýles Robert Weisman Vice-Mayor County Administrator DATE: P DATE: Approved as to form and legal sufficiency Approved as to form and legal sufficiency Tammy Fields, Chief Assistant County Attorney Thomas Montgomery, City Attorney Approved as to terms and conditions Channell Wilkins, Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND

NEW BEGININGS COMMUNITY DEVELOPMENT CENTER, INC.

This Agreement is made as of the ______ day of _____, 20___, 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>New Beginnings Community</u> <u>Development Center, Inc., a Florida Non Profit Corporation</u> authorized to do business in the State of Florida, hereinafter referred to as the NEW BEGINNINGS, whose Federal I.D. is 650764595.

Witnesseth:

- Whereas, COUNTY desires to engage and retain the services of NEW BEGINNINGS and NEW BEGINNINGS 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- NEW BEGINNINGS will provide reading, leadership, entrepreneurial, and life skills training to 40 low-income families (Youth between ages 6-18) 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 NEW BEGINNINGS 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. NEW BEGINNINGS DUTIES

- A. NEW BEGINNINGS will submit a Vendor Registration Form and W-9 to COUNTY for processing.
- B. NEW BEGINNINGS will provide space and materials for the training.
- C. NEW BEGINNINGS will provide a list of Households (families) to participate in the training.
- D. NEW BEGINNINGS will provide reading, leadership and entrepreneurial trainings for participants referred by Palm Beach County Community Action Program.
- E. NEW BEGINNINGS will provide life skills training to the participants referred by Palm Beach County Community Action Program.

- F. NEW BEGINNINGS will work with participants to conduct a service learning project that benefits their community.
- G. NEW BEGINNINGS will submit the pre and post assessments that reflect the outcomes on the logic model prior to engaging in the training.
- H. NEW BEGINNINGS will submit sign in sheets, an invoice, and training agendas/certificates to COUNTY monthly.
- I. NEW BEGINNINGS will provide a copy of the certifications obtained by the students.
- J. NEW BEGINNINGS will work with COUNTY to develop a schedule and select individuals to conduct the trainings.

Training	Number of Participants	Unit Cost	Total Cost
Entrepreneurial, Reading, Leadership & Life skills	40	\$500	\$20,000
Total			\$20,000

IV. TERM

A. The term of the agreement shall begin on July 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 NEW BEGINNINGS pursuant to this agreement, COUNTY shall pay NEW BEGINNINGS a maximum of \$20,000 for all services performed under this agreement.

VI. INDEMNIFICATION

NEW BEGINNINGS 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 NEW BEGINNINGS.

VII. NONDISCRIMINATION

The NEW BEGINNINGS 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 NEW BEGINNINGS 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 NEW BEGINNINGS'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 NEW BEGINNINGS'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 NEW BEGINNINGS 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 NEW BEGINNINGS 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 NEW BEGINNINGS.

XI. TERMINATION CLAUSE

This Agreement may be terminated by the NEW BEGINNINGS 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 NEW BEGINNINGS. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the NEW BEGINNINGS. Unless the NEW BEGINNINGS is in breach of this Agreement, the NEW BEGINNINGS 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 NEW BEGINNINGS 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: NEW BEGINNINGS COMMUNITY DEVELOPMENT CENTER, INC.

Diane Lewis

President & CEO

New Beginnings Community Development Center, Inc.

501 West 1st Street

Riviera Beach, FL 33404

FOR: PALM BEACH COUNTY

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

XIII. SIGNATORY AUTHORITY

The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter in a binding agreement.

In witness whereof, the parties hereto, acting through their duly authorized officers, have executed this agreement as of the date first above written.

Diane Lewis, President

Date

New Beginnings Community Development Center, Inc.

Date

Channell Wilkins,

Community Services Dept. Director

Palm Beach County

Date

Robert Weisman, County Administrator

Palm Beach County

Tammy Fields, Assistant County Attorney

Palm Beach County

Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND

PROJECT SHIP FOUNDATION, Inc.

This Agreement is made as of the <u>15</u>th day of <u>August</u>, 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>Project SHIP Foundation</u>, Inc., a <u>Florida Non Profit Corporation</u> authorized to do business in the State of Florida, hereinafter referred to as the PROJECT SHIP, whose Federal I.D. is <u>45-4781671</u>.

Witnesseth:

- Whereas, COUNTY desires to engage and retain the services of PROJECT SHIP and PROJECT SHIP 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- PROJECT SHIP will provide leadership, entrepreneurial, and life skills training to 20 low-income families (Youth between ages 12-18 and Senior Citizens) 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 SHIP 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. SHIP DUTIES

- A. PROJECT SHIP will submit a Vendor Registration Form and W-9 to COUNTY for processing.
- B. PROJECT SHIP will provide space and materials for the training.
- C. PROJECT SHIP will provide a list of Households (families) to participate in the training.
- D. PROJECT SHIP will provide leadership and entrepreneurial trainings for participants referred by Palm Beach County Community Action Program.
- E. PROJECT SHIP will provide life skills training to the participants referred by Palm Beach County Community Action Program.
- F. PROJECT SHIP will work with participants to conduct a service learning project that benefits their community.
- G. PROJECT SHIP will submit the pre and post assessments that reflect the outcomes on the logic model prior to engaging in the training.

- H. PROJECT SHIP will submit sign in sheets, an invoice, and training agendas/certificates to COUNTY monthly.
- I. PROJECT SHIP will provide a copy of the certifications obtained by the students.
- J. PROJECT SHIP 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 (including computer)	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 PROJECT SHIP pursuant to this agreement, COUNTY shall pay PROJECT SHIP a maximum of \$10,000 for all services performed under this agreement.

VI. INDEMNIFICATION

PROJECT SHIP 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 PROJECT SHIP.

VII. NONDISCRIMINATION

The PROJECT SHIP 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 PROJECT SHIP 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 PROJECT SHIP'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,

XII. AGENCY REPRESENTATIVES

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

FOR: PROJECT SHIP FOUNDATION, INC.

Trinnette Morris President, Project SHIP Foundation, Inc. 504 Clear Lake Avenue West Palm Beach, FL 33401

FOR: PALM BEACH COUNTY

Channell Wilkins, Community Services Dept. Director Palm Beach County 810 Datura Street West Palm Beach, FL 33401

XIII. SIGNATORY AUTHORITY

The officials executing this agreement warrant and represent that they are authorized by their respective entity to enter in a binding agreement.

In witness whereof, the parties hereto, acting through their duly authorized officers, have executed this agreement as of the date first above written.

Trinnette Morris, President

Project SHIP Foundation, Inc.

Date

7-18-13

Date

Channell Wilkins,

Community Services Dept. Director

Palm Beach County

8/11

Date

Tammy Fields, Assistant County Attorney

Palm Beach County

APPROVED AS TO TERMS AND CONDITIONS

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BY: 🖉

DEPARTMENT HEAD

Agenda Item #: 3E-6

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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: Apr	ril 2, 201 3	$[\mathbf{X}]$	Consent	1	1	Regular	
		[]	Ordinance	Ľ]	Public Hearing	
Department							
Submitted By:	Community Servi	ices					
Submitted For:	Community Servi	ices De	partment				
				د د د د	8 8		
					A i	PROVED	
•		I. EXEC	CUTIVE BRIEF ^{BY B}	OAR) of	COUNTY COMMISSIONEDO	
	·			토미	NG	APR 0 2 7013	
Motion and Title:	Staff recommends	motio	nto: 🕰		ľ	latomoles	
			i	MINU	TES	& RECORDS SECTION	
A) approve th	e listed pre-qualifie	d publi	c and non-profit pe	o loc	f ao	encies to provide various	
	A) approve the listed pre-qualified public and non-profit pool of agencies to provide various training services for the Community Services Department on an as needed basis selected in						
						February 24, 2013; and	
accordance with	La reducar in servi			p1010		··· • • • • • • • • • • • • • • • • • •	
B) delegate e	uthority to the Cou	untr Ada	ministrator or his (deein	neo	, to sign the contracts for	
B) delegate a	t and Community A	nation D	Programe to provide	a om	nice	ment and self sufficiency	
		voli∪n ⊑ votiuo fr	am April 2 2012 f		.picy	its not to exceed \$50,000,	
training to progr	am participants ene		om April 2, 2013, in to unk to average 64	26 an	000		
and to the Depa	artment Director, for	amoun	is not to exceed \$1	0,00	υ.		

SUMMARY: The Community Services Department issued an RFS and the agencies listed in Attachment "A" responded to the request. Community Action and Farmworker Programs will conduct program information sessions and identify the requested service areas for respondents to submit formal proposals. Agencies that submit a proposal will outline their qualifications, their ability to deliver the output and outcomes, and their pricing. A selection committee will review the proposals and recommend awards that are in the best interest of the County. The award amounts will be based on the allocations outlined in the approved annual Community Action and Farmworker budgets. The majority of the training funds (approximately 85%) are provided by the Community Service Block Grant (CSBG) and Farmworker Grant. The remaining percentage is County ad-valorem matching funds. The agencies selected will provide training to low income individuals and families who reside within Palm Beach County. Community Services provides services under several categories including entrepreneurship, employment skills, health and wellness, education, childcare, and life skills. (Community Services) <u>Countywide</u> (TKF)

Background and Justification: Community Services will request 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 posted a public notice in various locations encouraging agencies to participate and received responses from the agencies listed above.

Attachments: A) List of Participating Agencies

Recommended By

Approved By:

Assistant County Administrator

Department Director

/

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: Α.

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	400,000				
External Revenue	(335,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	65,000				
· · · · · · · · · · · · · · · · · · ·					
# ADDITIONAL FTE POSITIONS (Cumulative)			-		
tem Included In Current Bo dget Account No.: ndDept Unit				d	
Recommended Source					
Funding sources include \$65,000 (20% match for expenditures					

- expenditures. **Departmental Fiscal Review:** C.
 - Taruna Mathotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

Α.

OFMB Fiscal and/or Contract Development and Control Comments:

10P 22/13 OFMB Contract Development and Control 0e-3/20/13

Legal Sufficiency: 8.

Chief Assistant County Atta

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
	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
88 A.M	Home Education Loan Program, Inc.	Entrepreneurship, Financial Management
6.	Professional Opportunities Program for Students, Inc.	Entrepreneurship, Life Skills
	New Beginnings Community Development Center, Inc.	Entrepreneurship, Life Skills, Computer, Health and Wellness
8.	The Urban League of Paim 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 Skilis, Health and Wellness
. 11.	City of Pahokee	Life Skills, Entrepreneur, Computer Skills, Health and Wellness
12.	Gulftream Goodwill Industries, Inc.	Employment Skills
3 13 .	Workforce Alliance, Inc.	Medical Training, GED, Life Skills, Employment
14.	OneEighty for Girls, Inc.	Life Skills, Health and Wellness
	T. Leroy Jefferson Medical Society, Inc.	Health and Wellness, Life Skills
	The Jerome Golden Center for Behavioral Health, Inc.	Life Skills
8396N 2	Credit Card Management Services, Inc.	
18.	School District of Palm Beach County	GED Training
s • 19a	City of South Bay	Braiding Instruction and Training