

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 2, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department  
Submitted By: Youth Services Department

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Contract with The Unicorn Children's Foundation, Inc. for the period January 15, 2015, through December 31, 2016, in an amount not-to-exceed \$50,000, for a community needs assessment on special needs.

**Summary:** The Unicorn Children's Foundation, Inc. is coordinating a community-wide needs assessment and planning effort around the special needs population in Palm Beach County. The plan will identify strategies to create a seamless system of care and improve information and referral integrity. Several other funders are also contributing to this effort.  
Countywide (HH)

**Background and Justification:** The Youth Services Department has actively participated in the Community Conversation on Special Needs that is being coordinated by The Unicorn Children's Foundation, Inc. Among the responsibilities assigned to the Youth Services Department was interagency coordination, community leadership and special needs transition support. Participation in this Community Needs Assessment is consistent with these responsibilities. Several other funders are also contributing including Quantum Foundation, Jewish Federation of South Palm Beach County, Children's Services Council of Palm Beach County, Ruth Rales Jewish Family Services, Autism After 21, Els for Autism, Autism Project of the Palm Beaches and the United Way of Palm Beach County. The needs assessment will identify and analyze current providers and programs, collect data from individuals with special needs and parents of children with special needs on their perceptions of available services and service needs through focus groups and surveys, and examine the current countywide information and referral capacity. The information gathered will assist the Youth Services Department by identifying and making recommendations on special needs transition support.

**Attachments:**

Contract for Community Needs Assessment on Special Needs

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

Department Director

5/14/15  
Date

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

Assistant County Administrator

5/18/15  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	20,000	30,000			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	20,000	30,000			

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.:

Fund 0001 Dept 150 Unit 1501 Object 3140

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

The fiscal impact associated with this Agreement shall be funded by existing ad valorem.

C. Departmental Fiscal Review: Unnecessary Expense

## III. REVIEW COMMENTS

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

Sherry Brown  
OFMB <sup>20</sup> 5/4  
5/4/15

Ann J. Jacobson 5/15/15  
Contract Development and Control  
5-15-15 B. W. H. H.

### B. Legal Sufficiency:

Deanne C. Boyd  
Chief Assistant County Attorney

### C. Other Department Review:

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

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

## **CONTRACT FOR COMMUNITY NEEDS ASSESSMENT ON SPECIAL NEEDS**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Unicorn Children's Foundation, Inc., a Florida non-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the FOUNDATION, whose Federal I.D. is 57-1168205.

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

### **ARTICLE 1 - SERVICES**

The FOUNDATION'S responsibility under this Contract is to coordinate a community-wide needs assessment and planning effort around the special needs population in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Tammy K. Fields, Director of the Youth Services Department, telephone number (561) 242-5700.

The FOUNDATION'S representative/liaison during the performance of this Contract shall be Sharon Alexander, telephone number (561) 620-9377, Extension 303.

Either party may change their designated representative/liaison by providing written notice of the same to the other.

### **ARTICLE 2 - SCHEDULE**

The FOUNDATION commenced services on January 15, 2015 and shall complete all services by December 31, 2016.

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

### **ARTICLE 3 - PAYMENTS TO FOUNDATION**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000). The FOUNDATION will bill the COUNTY as provided, in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the FOUNDATION pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

## **ARTICLE 7 - INSURANCE**

- A. FOUNDATION shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. FOUNDATION shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by FOUNDATION are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FOUNDATION under the contract.
- B. **Commercial General Liability** FOUNDATION shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. FOUNDATION shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** FOUNDATION shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event FOUNDATION doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing FOUNDATION to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. FOUNDATION shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** FOUNDATION shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. FOUNDATION shall provide this coverage on a primary basis.
- E. **Additional Insured** FOUNDATION shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." FOUNDATION shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** FOUNDATION hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then FOUNDATION shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should FOUNDATION enter into such an agreement on a pre-loss basis.

party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or FOUNDATION.

#### **ARTICLE 11 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 12 - EXCUSABLE DELAYS**

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

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

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

**ARTICLE 17 - ACCESS AND AUDITS**

The FOUNDATION shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the FOUNDATION'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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the FOUNDATION, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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.

**ARTICLE 18 - NONDISCRIMINATION**

The FOUNDATION 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, or genetic information.

FOUNDATION has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the FOUNDATION does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FOUNDATION will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 19 - AUTHORITY TO PRACTICE**

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

**ARTICLE 20 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is

If sent to the FOUNDATION, notices shall be addressed to:

Sharon Alexander, M.H.Sc.  
Executive Director/Director of Programs Unicorn Children's Foundation  
21100 Ruth & Baron Coleman Blvd., Suite 250  
Boca Raton, Florida 33428

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS**

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

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**SCOPE OF WORK**

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

Coordination of a community-wide needs assessment and planning effort around the special needs population in Palm Beach County.

The community needs assessment will entail: (a) identifying and analyzing current providers, programs, and services for individuals with targeted special needs and disability, including all private, public, for-profit and non-profit organizations; (b) collecting data on parent's perceptions of services and supports within the community through focus groups and surveys; (c) collecting data from individuals with special needs and disability on their perceptions of available services and supports through focus groups and surveys; and (d) examining the current countywide information and referral capacity. The outputs of this community needs assessment will result in the development of an effective systems model and a business plan that includes costs of identified additional services needed as well as development and maintenance of any proposed system(s). The plan will define strategies to create a seamless system of care and improve information and referral integrity.