# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

Meeting Date:	June 2, 2015	[X]	Consent Ordinance	 [ [	=== ] ]	======= Regular Public Hearing
Department Submitted By: Submitted For: =========	Youth Services Outreach and C		ent v Programming [ =======	Divisior	<u>1</u> ===	=========

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Agreement with Prime Time Palm Beach County, Inc. (Prime Time) beginning July 1, 2015 and ending September 30, 2015 for an amount not to exceed \$214,000 to provide quality improvement, staff professional development and enrichment services to youth at twenty-five (25) middle school afterschool program sites throughout Palm Beach County; and
- B) budget transfer of \$38,436 in the general fund from the Outreach and Community Programming Division to the Prime Time Afterschool Program to fund the cost associated with this Agreement.

Summary: Prime Time was founded in 2000 to address the need for higher quality afterschool programs that serve Palm Beach County youth, with an emphasis on programs that service low-income families. This Agreement will enable Prime Time to provide services to practitioners and youth in twenty-five (25) out-of-school-time sites throughout Palm Beach County, with an emphasis on sites within the Tri-City Glades area. The initiative will include participation in the countywide Quality Improvement System for afterschool, on-site enrichment programming for youth in academics, health and wellness, the arts and positive youth development. Trainings will be made available to afterschool staff covering topics that include college and career readiness, social skills, behavior management, STEM (science, technology, engineering and math), homework assistance, youth leadership and creating positive social-emotional environments for staff and youth. The trainings will be created using an outcomesdriven approach aligning the outcomes with the objectives derived from the Youth Symposium. Countywide (HH)

Background and Justification: On September 25, 2013, the Youth Symposium was held among community leaders. Members of the Palm Beach County Board of County Commissioners (BCC), the Palm Beach County School Board and the Children's Services Council of Palm Beach County met with leadership from various agencies and boards to discuss programs and initiatives related to healthy children, safe schools, educational success, transition to workforce, and reduction of youth violence. At the conclusion of the symposium, Project Teams were established to carry out eight (8) recommendations that were made by the community leaders and later approved by the BCC. One recommendation was to consolidate county programs and services for children, youth and young adults into one department. The BCC implemented this recommendation by establishing the Palm Beach County Youth Services Department on October 1, 2014. The Youth Services Department continues to work with the Project Teams established from the symposium to carry out the remaining recommendations and objectives. The services provided by Prime Time are aligned with symposium objectives 2, 3, 4, 5, 6 and 7.

#### Attachments:

Agreement with Prime Time Palm Beach County, Inc.
 Budget Transfer

Daaget Hai	13101	
Recommended By		5-22-15
	Department Director	Date
Approved By:		5/24/1
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$38,436	\$175,564			
External Revenue			•		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$38,436	\$175,564			
No. ADDITIONAL FTE POSITIONS (Cumulative)					
s Item Included In Current Budget Account No.: Fund <u>0001</u> Dept <u>153</u> Unit <u>25</u> 2	_			rogram Peric	od
B. Recommended Sour	ces of Funds	/Summary of I	Fiscal Impa	ct:	
The fiscal impact ass 2015 ad valorem.	ociated with t	his Agreemen	t shall be fu	nded by exis	sting
A. OFMB Fiscal and/or		EW COMMEN <sup>*</sup> elopment and		mments:	
Shew 1	m 9k 120/15	Contract	Developme	Coloux ent and Cont	(5)27)
3. Legal Sufficiency:					
County Attorner  County Attorner  County Attorner	ey eview:				
Department Director		_			

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

#### CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

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 CO	UNTY, and Prime	Time Palm Beach County, Inc.,
a nonprofit organization, authorized to do	o busine	ss in the State of I	Torida, hereinafter referred to as
the CONSULTANT, whose Federal I.D. i	is 65-107	71628.	

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

## **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of fostering quality in out-of-school time programs targeting middle and high school youth, 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 James Green, telephone no. (561) 242-5702.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Christopher Noe, Director of Communications & Resource Development, work no. (561) 600-9523.

## ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2015, and complete all services by June 30, 2016.

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

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of two hundred and fourteen thousand dollars (\$214,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope, of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed two hundred and fourteen thousand dollars (\$214,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "<u>final invoice</u>" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

## **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

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

## <u>ARTICLE 6 - PERSONNEL</u>

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

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

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

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

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

## **ARTICLE 7 - SUBCONTRACTING**

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

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

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

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing

the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

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

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

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

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

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

## **ARTICLE 8 - FEDERAL AND STATE TAX**

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

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

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 10 - INSURANCE**

- A. CONSULTANT 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. CONSULTANT 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. <u>Commercial General Liability</u> CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- C. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, nonowned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- D. <u>Worker's Compensation Insurance & Employers Liability</u> CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. <u>Additional Insured</u> CONSULTANT 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." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. <u>Waiver of Subrogation</u> CONSULTANT 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 preloss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- G. <u>Certificate(s) of Insurance</u> Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this

Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County c/o Youth Services Department James Green, MS, CCAP, NCRT Director 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

- H. <u>Umbrella or Excess Liability</u> If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **ARTICLE 11 - INDEMNIFICATION**

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

## ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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 CONSULTANT.

## **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'S judgement 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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

## **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The

CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

## **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other

than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 21 - NONDISCRIMINATION**

The CONSULTANT 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.

CONSULTANT 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 CONSULTANT 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 CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 23 - SEVERABILITY**

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

## **ARTICLE 24 - PUBLIC ENTITY CRIMES**

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

## **ARTICLE 25 - MODIFICATIONS OF WORK**

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

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

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

## **ARTICLE 26 - NOTICE**

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

Palm Beach County c/o Youth Services Department James Green, MS, CCAP, NCRT Director 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

## With copy to:

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

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

Prime Time Palm Beach County, Inc. ATTN: Suzette L. Harvey, Executive Director 2300 High Ridge Road, Suite 330 Boynton Beach, Florida 33426

## **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

## **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

## **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

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

## ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance

hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

[remainder of page left blank intentionally]

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

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:					
By: Deputy Clerk	By:					
WITNESS:	CONSULTANT:					
Signature	Prime Time Palm Beach County, Inc.  Company Name					
Name (type or print)	Signature Signature					
Signature	Suzette L. Harvey  Typed Name					
Name (type or print)	Executive Director					
rame (type or print)	Title					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	(corp. seal)					
Ву						
County Attorney	•					
APPROVED AS TO TERMS AND CONDITIONS						

Department Director

#### MIDDLE SCHOOL OUT-OF-SCHOOL TIME INITIATIVE

## **EXECUTIVE SUMMARY**

Research has shown that low-income youth face unique challenges in terms of academic and social achievement. Often, their families lack the resources to access tools for greater learning and development. Youth experience greater academic success and social and emotional well-being, however, when they attend high quality out-of-school time programs. <sup>1</sup> Specifically, high quality out-of-school-time programs have been found to improve school grades, standardized test scores, school attendance and on-time grade promotion. High quality out-of-school-time programs have also been shown to reduce the dropout rate and incidences of crime. If youth are to succeed, raising the quality of out-of-school time programs is critical.

In 2000, Prime Time Palm Beach County, Inc. was founded to address the need for higher quality afterschool programs that serve Palm Beach County children and youth, with an emphasis on programs that serve low-income families. Today, Prime Time serves more than 1,500 out-of-school-time professionals employed in afterschool and summer programs, reaching approximately 26,000 children and youth at 178 sites.

As a result of Prime Time's work with out-of-school-time programs in its Quality Improvement System, programs significantly improved in quality from year to year. Programs that have participated for many years demonstrate higher overall quality than programs newer to the system. Further, a study by the American Institute for Research found that, compared to lower quality out-of-school-time programs, attendance in higher quality out-of-school-time programs leads to higher rates of on-time grade promotion for youth in Palm Beach County.

Through its Middle School Out-of-School Time Initiative (formerly Fostering Quality in Out-of-School Time Programs Targeting Middle School Youth project), Prime Time will provide services to practitioners and youth in up to 25 out-of-school-time middle school programs in Palm Beach County. Specifically, Prime Time will expand its Quality Improvement System to include middle school afterschool programs supported by Palm Beach County, the United Way of Palm Beach County and other funders in the community. It will also make available relevant professional development and on-site program enrichment.

In order to achieve impact and success in the *Middle School Out-of-School Time Initiative*, Prime Time seeks \$214,000 through a contractual agreement with Palm Beach County Youth Services Department to promote quality in out-of-school time middle school programs in Palm Beach County and will hire one Quality Advisor and one Professional Development Specialist to deliver this model.

<sup>&</sup>lt;sup>1</sup> Durlak, J.A., Weissberg, R.P., & Pachan, M.K. (2010). A meta-analysis of after-school programs that seek to promote personal and social skills in children and adolescents. *American Journal of Community Psychology, 16,* 294-309.

Vandell, D., Reisner, E., & Pierce, K. (2007). Outcomes linked to high-quality afterschool programs: Longitudinal finding from the study of promising afterschool programs. Irvine, CA: University of California & Washington, DC: Policy Studies Associates.

Naftzger, N., Hallberg, K., & Yang, T. (2014). Exploring the relationship between afterschool program quality and youth outcomes: Findings from the Palm Beach County Quality Improvement Study. Washington, D.C.: American Institutes for Research.

#### STATEMENT OF NEED

In the fall of 2013, key leadership in Palm Beach County came together to address how to tackle issues related to healthy children, safe school environments, educational success, transition to the work force and the reduction of violence. With input from a myriad of agencies that serve children and youth, the board members of the Children's Services Council of Palm Beach County, the Palm Beach County Commission and the School Board of Palm Beach County adopted outcomes to be achieved for children, from prenatal to age 22, to get the best start in life and help grow stronger communities as a result of this *Infant, Child, Youth and Young Adult Symposium*.

Prime Time Palm Beach County's leadership has been a participant in several of the work groups that were formed out of the symposium. Lending its expertise in the area of quality out-of-school time programs, Prime Time respectfully submits this request to provide services to increase quality among existing out-of-school time middle school programs. This population was identified through the symposium as underserved.

Prime Time's work would specifically address three of the seven broad outcomes identified through the *Infant, Child, Youth and Young Adult Symposium*:

- Improve healthy, safe, permanent and nurturing environment;
- Improve physical, developmental, mental/behavioral health;
- Increase adolescent prosocial behavior.

To contribute to these broad outcomes, Prime Time will foster high quality in targeted middle school out-of-school time programs in Palm Beach County. Specifically, Prime Time will meet three program-level outcomes that are rooted in the Palm Beach County Quality Standards for Afterschool and overlap with the broad outcomes above:

- 1. Programs will promote physical, psychological and emotional safety.
- 2. Programs will provide positive learning experiences for youth that foster career readiness, build upon youth interest and support active engagement in enrichment activities.
- 3. Program staff will create a welcoming environment that fosters a sense of belonging for youth.
- 4. Program staff will engage participants as partners in the program and encourage youth to work together.

To measure quality and gauge progress toward these outcomes, Prime Time employs an in-depth, nationally vetted evaluation method. Each year, external assessors observe every program three times using the Palm Beach County Program Quality Assessment (PBC-PQA), which consists of 106 items forming 30 scales in eight domains of quality. These domains correspond to elements of the Palm Beach County Quality Standards and encompass the outcomes listed above. Scores on Domain I of Form A of the PBC-PQA indicate how well programs foster and maintain a healthy environment that is physically and psychologically safe. Domains II and III indicate how well programs provide a welcoming atmosphere, help youth to manage feelings, resolve conflicts appropriately and support youth with encouragement. These domains also measure whether programs provide youth with opportunities to develop a sense of belonging, develop positive peer relationships, participate in

cooperative groups and act as group facilitators and mentors. Scores on Domain IV show how well programs provide youth with opportunities to make plans, make choices based on their interests, and reflect. Finally, scores on Domain VI of Form B indicate the extent to which programs promote high expectations for youth and staff.

The PBC-PQA is an adaptation of the Youth Program Quality Assessment (YPQA), a highly reliable, validated tool developed and tested in 2005 by the High/Scope Educational Research Foundation (Smith & Hohmann, 2005) and instituted by the David P. Weikart Center for Youth Program Quality.

## SCOPE OF WORK

#### PROJECT DESIGN

Prime Time measures quality through the use of the Palm Beach County Program Quality Assessment (PBC-PQA) tool, which is used in more than 38 states and 66 out-of-school time systems across the country and beyond serving several hundred thousand children and youth. The PBC-PQA measures how well out-of-school time programs adhere to the Palm Beach County Quality Standards for Afterschool (Attachment A). Developed more than a decade ago by Prime Time and local community stakeholders, the standards address essential elements found in high quality programs. A high quality OST program 1) has a solid organizational framework, 2) fosters supportive ongoing relationships for youth, 3) creates positive and inclusive environments, 4) offers challenging learning experiences and 5) conducts outreach to families.

The Palm Beach County Quality Standards for Afterschool and the PBC-PQA form the foundation for the Quality Improvement System for Afterschool. Through the *Middle School Out-of-School Time Initiative*, the middle school out-of-school time programs will join 124 out-of-school time programs currently serving elementary school-age children in the Quality Improvement System.

Once the new out-of-school time programs are assessed using the PBC-PQA, the program directors will meet with their assigned quality advisor—a Prime Time staff professional who will provide coaching, on-site training and support through the improvement process—to review the assessment data and create a plan to address areas where they scored the lowest on the tool. The quality advisors will conduct progress checks at least once a quarter with each participating program to review the process toward goals in their improvement plan. During the progress checks, they meet with staff to discuss challenges, model youth development strategies and/or conduct independent and joint observation sessions with the program director. To manage the increase number of programs entering the Quality Improvement System, Prime Time will hire an additional quality advisor and spread the management of the elementary and middle school programs among the new and existing advisors.

Complementary professional development and trainings will be tailored to meet the needs of the middle school out-of-school time programs by a Prime Time professional development specialist, who will provide training facilitation and coaching on content-specific resources. This individual will also serve as a link to the other components of Prime Time's Professional Development system. These components include scholarships to encourage continuation and/or completion of education, guidance from a career advisor for those interested in completing individual career plans including trainings and coursework, monetary incentives for completion of educational milestones and access to the Out-of-School Time Registry, which is a depository for the practitioners' professional and educational achievements.

The new trainings will address the core competencies for youth development and will be focused on specific topic areas that are relevant to the middle school community. They may include, but are not limited to:

- > College and career readiness
- > Health and wellness
- > STEM (science, technology, engineering and math) programming
- > Social skills/behavior management
- > Homework assistance
- > Youth leadership programming
- > Creating positive social-emotional environments for staff and youth

Practitioners will also have access to other professional development training opportunities available on Prime Time's training calendar (Attachment B).

The trainings will be created using an outcomes-driven approach and are directly linked to the *Palm Beach County Core Competencies for Afterschool Practitioners*. The approach is hands-on, to give the practitioners the opportunity to practice implementation of key concepts in real time and in a supportive environment. As a result, they become more comfortable with implementing activities with youth when they return to their sites. Curricula will also be suggested but not prescribed. Rather, practitioners will be encouraged to adopt concepts and create their own lesson plans based on their knowledge of the youth they supervise. In this way, the professional development specialist will assist in developing the skills and competencies of the practitioner so that change may be sustained over time.

Trainings will be offered in a variety of modalities and locations to accommodate as many learning styles and schedules as possible. The trainings will be held in large group settings or delivered onsite at the programs. In addition to the informal education offered through these trainings, Prime Time has worked with Palm Beach State College to develop both credit and non-credit educational pathways for out-of-school time professionals. The School Age Professional Certificate, which is part of the non-credit educational pathway, provides students with an option to articulate three college credits toward the Youth Development College Credit Certificate, which can then lead to an Associate's degree in Human Services from the college. If practitioners wish to continue their education, the Associate's degree in Human Services leads directly into the Bachelor of Applied Science degree in Supervision and Management. Prime Time has invested substantial time and resources in developing these educational pathways as research has shown that the professional development of out-of-school time staff has a substantial impact on program quality.<sup>2</sup>

Another significant component of the *Middle School Out-of-School Time Initiative* is the offering of program enrichment to the participating sites free-of-charge. Referred to as "expanded learning opportunities" (ELOs) (Attachment C), these enrichment activities will be delivered by content experts from partnering community organizations contracted through Prime Time, some of which already serve elementary school-age out-of-school-time programs in the county. ELOs will be offered in the following areas, but could be expanded: Academics; Integrated Arts and Creativity; Health and Wellness, and Positive Youth Development. New ELO providers that will specifically

<sup>&</sup>lt;sup>2</sup> Bouffard, S. (2004, Spring). Promoting quality out-of school time programs through professional development. *The Evaluation Exchange* [Harvard Graduate School of Education], 10(1).

support the middle school out-of-school-time sites will be selected via an Invitation to Negotiate process.

Services and support to middle school out-of-school-time providers will be supplemented by information shared through Prime Time's e-newsletter, e-blasts, advocacy updates and informational flyers regarding issues affecting out-of-school-time. Prime Time will encourage out-of-school-time professionals to engage in social media through blogs, communities of practice, Pinterest, Facebook, Twitter, YouTube and/or LinkedIn or other social media outlets. In addition, the Prime Time website maintains links to a number of resources for out-of-school-time professionals.

#### **OUTCOMES**

To determine the impact on the quality of the out-of-school programs and to measure the engagement of youth in programming related to Prime Time's services, success will be gauged according to the following anticipated outcomes at both the program and youth levels.

## Program Level

- ➤ Programs participating in the Quality Improvement System (Attachment D) will achieve and/or maintain satisfactory program quality. At least 85% of programs served will attain an average score of 3.4 or above (on a scale of 1 to 5) on Form A of the current Palm Beach County Program Quality Assessment (PBC-PQA) at the point of reassessment in year two.
- At least 85% of practitioners served will report satisfaction (defined as a rating of 8 or higher on a scale of 1 to 10) with the services and supports provided by Prime Time.

#### Youth Level

- ➤ Providers of Expanded Learning Opportunities (ELO) will serve at least 500 youth annually in middle out-of-school-time programs.
- Youth will be cognitively, behaviorally and socially/emotionally engaged in sessions with the ELO providers. On average, youth in randomly selected, sufficiently large samples participating in each ELO will report experiencing the following, between some and most of the time: (1) learning and problem solving; (2) opportunities for collaboration, leadership, and choice; (3) interest and enjoyment; and (4) a socially supportive environment.

#### SCHEDULE OF PAYMENTS

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

## PHASE 1

## Tasks to be completed:

- Recruit, interview and hire all new project staff (i.e., Quality Advisor, Professional Development Specialist)
- Develop and advertise an Invitation to Negotiate to identify qualified expanded learning opportunities (ELO) providers for college and career advising/planning and life skills services
- Visit programs to determine eligibility; programs must meet the following minimum requirements to be eligible to participate in the Quality Improvement System:
  - O Current license or license exempt from the Florida Department of Health with no Class I violations within the past 24 months
  - o A daily attendance of at least 20 youth
  - o Dedicated program staff
  - Dedicated program space
- Facilitate kick-off meeting for new programs participating in the Quality Improvement System
- Access current ELO programming /services for targeted middle school out-of-school time providers

Completion Time: <u>July 1, 2015 – August 30, 2015</u>

Compensation for Phase 1: \$38,436

## Deliverables Required:

- Names, hire dates, qualifications, and contact information for all project staff
- Copy of Invitation to Negotiate documents and explanation of dissemination process
- List of programs evaluated and selected for participation in the Quality Improvement System
- Date, agenda, and list of participants from kick-off meeting
- Report on the number of ELO providers, out-of-school-time programs and youth served

#### PHASE 2

## Tasks to be completed:

Ensure external assessors complete baseline assessments using PBC-PQA.

- Attend middle school youth focused training or conference to ensure project staff remain abreast of current age-appropriate curricula and coaching and training strategies for working with middle school youth in out-of-school-time settings
- Select and contract with new ELO providers to provide services to youth in participating programs
- Issue recommendations from Prime Time quality advisors to program directors participating in the Quality Improvement Program highlighting focus areas, strategies and resources to consider
- Access current ELO programming/services for targeted middle school out-of-school-time providers

Completion Time: October 1, 2015 – December 31, 2015

Compensation for Phase 2: \$50,162

#### Deliverables Required:

- Quality Improvement System status report, which includes the completed assessment dates and dates that the letters of recommendations were issued to participating programs.
- Dates and agenda for relevant training(s)/conference and name of Prime Time staff who attended
- List of selected new ELO providers, including selection criteria and scores, summary of services to be provided, number of youth to be served and total cost for services
- Report on ELO providers, out-of-school-time programs and youth served.
- List of proposed trainings that will be offered to middle school practitioner population

## PHASE 3

## Tasks to be completed:

- Development of program improvement plans based on baseline assessment scores for each participating out-of-school-time program
- Ongoing support and coaching by quality advisor
- Practitioner attendance at self-assessment and professional development training as outlined in their improvement plans
- Trainings on appropriate middle school program offerings and other content based on assessment results
- Develop social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- Train new ELO provider(s) on Prime Time policies and procedures
- Offer new and existing ELOs programming/services to participating programs

Completion Time: January 1, 2016 – March 31, 2016

Compensation for Phase 3: \$65,071

## Deliverable(s) Required:

Quality Improvement System status report to include the date that the improvement plans

were generated, the areas of focus and any progress visits conducted by the quality advisor

- List of trainings and professional development offered and attendance rosters
- Links to social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- Date new ELO provider(s) were trained on Prime Time's policies and procedures with copies of the materials
- List of ELOs and the number of youth served at the participating programs

#### PHASE 4

## Tasks to be completed:

- Begin quarterly progress checks at which time the quality advisor documents observations on the programs' improvement plans, along with any progress made and provides coaching on ways to incorporate youth development practices as outlined in improvement plans
- Provide access to all professional development supports (e.g., career advising, scholarships, incentives, education pathways, etc.)
- Provide ongoing quality improvement support and coaching by quality advisor
- Ensure staff attend self-assessment and professional development training as outlined in their IPs
- Trainings on appropriate middle school program offerings and other content based on assessment results
- Maintain social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- Offer ELOs to participating programs
- Administer youth surveys to measure cognitive, social, emotional, and behavioral engagement during sessions with expanded learning opportunity providers
- Begin analyzing Quality Improvement System data and prepare annual summary report

Completion Time: April 1, 2016 – June 30, 2016

Compensation for Phase 4: \$60,331

#### Deliverables Required:

- Quality Improvement System status report to include the dates the program staff completed self-assessment, and quality advisor progress check.
- List of professional development supports utilized by participating programs' staff (e.g., number of scholarships, career advising sessions, etc.)
- List of trainings and professional development offered and attendance rosters
- Links to social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- List of ELOs provided and the number of youth served at participating programs
- Results of youth engagement survey

<sup>\* &</sup>quot;Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

ORGANIZATION: PRIME TIME PALM BEACH CO	UNTY	·	<u> </u>		!			
MIDDLE SCHOOL OUT-OF-SCHOOL	TIME	INITIAT	<i>VE</i>					
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2 Professional Development Specialist (1 FTE)	\$	45,000	\$	45,000	\$		\$	
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6 Travel - Conference/Training/Registration	\$	14,000	\$	14,000	\$		\$	
7 Professional Fees - QIS Assessors/other 8 Program Supplies	\$	13,800	\$	13,800	\$		\$	7
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