Agenda Item #: 3BB-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

				=====	=======	
Meeting Date: No	ovember 17, 2015	[X]	Consent Ordinance	[]	Regular Public Hea	ring
Department Submitted By: Submitted For:	Youth Services Doutreach & Com	epartme munity P	<u>nt</u> rogrammin	ā		
	<u>I. EXI</u>	ECUTIVE	BRIEF	= = = = =		
Motion and Title:	Staff recommends	motion	to approve	:		
A) Amendment the Children funding by	No. 2 to Contract f , Inc. (R2014-1978, \$155,000 for the 30, 2016; and	or Youth	Empowerme	ent Cen led R20)15-0347) in	creasing
reallocation	sfer of \$15,000 in (Unit 1451) for nev YEC (Unit 7683)	v evideno	ce-based/pro	misina	programmir	nd to the
with For the Child located within the (such as: employm visual production a crime prevention cofor a one-year perithe same level fur	ecember 16, 2014, Iren, Inc. to provid City of Lake Worth. ent services, educind marketing, compoments. This Alod from October 1, anding as FY15 for 0 in funding to trict 7 (HH)	te funding The cer ational o outer hard mendmer 2015 the existing	g for the Y nter incorpor pportunities, dware techn nt will extend ough Septe programmi	outh E ates te tutorir ology a the te mber 3	mpowermen en-specific p ng, mentorin and a variety arm of the ag 0, 2016 and well as pro-	t Center programs g, audio of other reement provide
Commissioners (Bo Youth Violence Precrimes. Through the In the City of Lake Youth Empowerme Year to allow the ce Emount of \$240,15	Policy Issues: CC) directed the Covention Project which at work, Youth Emworth. In FY 2015 and Center with \$14 and the to use unspendent an additional \$1 or evidence based	riminal Juch would upowermed, the Coulo,000. start-up to the coulo will coulo to the coulo the	ustice Comraddress the ent Centers vanty support That amoun funding from the summe	nission increase were cr ed the t was a FY 20°	(CJC) to de se in violent eated, includ City of Lake amended du 14 for a new ous funding	evelop a firearms ding one Worth's iring the contract level of
Attachments: 1. Amendment: 2. Budget Trans	to Contract with For sfer	the Child	Iren, Inc.			
	=========	====== 		ラ====	 /	=====
Recommended by:	Departme	ent Direc	tor		/// // Date	3/15
Approved by	/c_			,	11-12-15	
Approved by:	Deputy Coun	itv Admii	nistrator		Date	1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary	of Fiscal In	npact:			
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	2016 \$155,000 	2017	2018	2019	2020
NET FISCAL IMPACT	<u>\$155,000</u>	-			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
ls Item Included In Currer	nt Budget?	Yes X	_ No	-	
Budget Account Exp No: Fund <u>0001</u> Department <u>15</u> Fund <u>0001</u> Department <u>15</u> Rev No: Fund D	53 Unit 145	51 Object <u>340</u>	<u>11</u> - \$15,000		
B. Recommended Source The fiscal impact as 2016 ad valorem.		-	_		sting
Departmental Fiscal Revi	ew:_ <i>U</i>	eneue T	dona_		
III. REVIEW COMMENTS					
A. OFMB Fiscal and/or C OFMB OFMB B. Legal Sufficiency:	ontract Dev	and Contro	An J.1	Joephour dministratio	11/10/15
Assistant County A	Attorney				
C. Other Department Rev	/iew:				
Department Direc	ctor				

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

SECOND AMENDMENT TO CONTRACT FOR YOUTH EMPOWERMENT CENTER SERVICES (R2014-1978)

THIS SECOND AMENDMENT 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 County Commissioners (hereinafter referred to as the ("COUNTY"), and For the Children Inc., a not-for-profit corporation authorized to do business in the State of Florida, (hereinafter referred to as the "SERVICE PROVIDER"), whose Federal I.D. is 65-0950530.

WITNESSETH:

WHEREAS, the parties entered into a contract (R2014-1978, as previously amended R2015-0347) dated **December 16, 2014**, hereinafter referred to as the "Contract", whereby the Service Provider has agreed to provide professional services in the area of Youth Violence Prevention/Youth Empowerment Center, as more specifically set forth in the Scope of Work detailed in Exhibit A-1 of the Contract; and

WHEREAS, the parties desire to extend the term of the contract for an additional one (1) year period from October 1, 2015 through September 30, 2016; and

WHEREAS, the contract, currently has an expiration date of September 30, 2015 and is funded in the amount of TWO HUNDRED AND FORTY THOUSAND, ONE HUNDRED AND FIFTY EIGHT DOLLARS (\$240,158); and

WHEREAS, the parties desire to extend the original agreement to September 30, 2016 and in the amount of ONE HUNDRED AND FIFTY FIVE THOUSAND DOLLARS (\$155,000) for a new total not to exceed an amount of THREE HUNDRED AND NINETY FIVE THOUSAND, ONE HUNDRED AND FIFTY EIGHT DOLLARS (\$395,158); and

WHEREAS, a portion of the new increase in funding, a total of FIFTEEN THOUSAND DOLLARS (\$15,000) must be allocated toward new evidence-based programming for the atrisk youth attending the Center, and shall not be allocated toward existing program expenditures.

NOW THEREFORE, in consideration of the mutual covenants and Agreements expressed herein, the COUNTY and the SERVICE PROVIDER agree as follows:

1. ARTICLE 1 SERVICES - SCOPE OF WORK, is hereby amended to read as follows:

"The SERVICE PROVIDER'S responsibilities under this Contract are to provide youth empowerment services in Lake Worth, Florida consistent with the County's Youth Violence Prevention Project and the goal of reducing youth violence, as more fully outlined in the Scope of Work attached hereto and marked as Exhibit A-1.

The COUNTY'S representative/liaison during the performance of this Agreement shall be James Green, Director of Outreach and Community

Programming or designee, telephone no. 561-242-5702.

The SERVICE PROVIDER'S representative/liaison during the performance of this CONTRACT shall be Reginale Durandisse, Founder and Chief Executive Officer, telephone number 561-493-1190. Subcontract providers report to the SERVICE PROVIDER'S representative."

2. ARTICLE 2 — TERM OF CONTRACT, is hereby amended to read as follows:

"The SERVICE PROVIDER shall commence services on October 1, 2014 and complete all services by September 30, 2016. The parties agree that the SERVICE PROVIDER will be entitled to payment for services rendered beginning October 1, 2014, notwithstanding the date the contract is executed by the COUNTY.

The parties may, by mutual agreement, extend this contract for up to one (1) additional year."

- 3. Section A of ARTICLE 3 PAYMENTS TO SERVICE PROVIDER, is hereby amended to read as follows:
 - "A. The total amount to be paid by the COUNTY under this CONTRACT for all services shall not exceed a total amount of three hundred and ninety five thousand, one hundred and fifty eight dollars (\$395,158). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a **monthly basis**, at the amounts set forth in Exhibits B-1.1 and B-1.2 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."
- 4. Section B of ARTICLE 3 PAYMENTS TO SERVICE PROVIDER, is hereby amended as follows:
 - "B. The SERVICE PROVIDER shall submit monthly invoices for each of the corresponding program budgets (Exhibit B-1.1 and B-1.2). Invoices received from the SERVICE PROVIDER pursuant to this agreement will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the agreement. 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."
- 5. Section G of ARTICLE 20 SERVICES AND PROGRAMMATIC REQUIREMENTS, is hereby amended to read as follows:
 - "G. The COUNTY'S Director of the Youth Services Department may authorize adjustments within each designated budget of up to 10% provided there is not an

increase in the total amount. Funding designated for new evidence-based programming shall not be allocated toward existing program expenditures."

6. Section H of ARTICLE 20 - SERVICES AND PROGRAMMATIC REQUIREMENTS, is hereby amended to read as follows:

"H. The parties may, by mutual agreement, extend this contract for up to one (1) additional year. If the SERVICE PROVIDER wishes to extend the contract, it must submit a proposed Scope of Work and corresponding Budgets (Exhibits A-1, B-1.1 and B-1.2) for the next fiscal year (October 1 – September 30) no later than May 1st of each year. Upon recommendation of the COUNTY and availability of funding, an appropriate amendment extending this contract may be submitted by the COUNTY to the SERVICE PROVIDER and the Board of County Commissioners for their consideration."

7. ARTICLE 22 - NONDISCRIMINATION, is hereby amended to read as follows:

"The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The SERVICE PROVIDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the SERVICE PROVIDER 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 SERVICE PROVIDER will conform to the COUNTY's non-discrimination policy as provided in R2014-1421, as amended."

8. ARTICLE 27 – NOTICE, is hereby amended to read as follows:

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

Tammy K. Fields, Director Palm Beach County Youth Services Department 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

With copy to: Palm Beach County Attorney's Office 301 North Olive Ave. – 6th Floor West Palm Beach, FL 33401 If sent to the Service Provider, notices shall be addressed to:

Reginale Durandisse, Founder and Chief Executive Officer For the Children Inc. 1718 Douglas Street Lake Worth, FL 33460

- 9. The Contract is hereby amended to replace Exhibit "A" in its entirety with Exhibit A-1.
- 10. The Contract is hereby amended to replace Exhibit "B" in its entirety with Exhibits B-1.1 and B-1.2
- 11. All other provisions of said Contract, dated December 16, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain infull force and effect.

[Remainder of page left blank intentionally]

their officials thereupon duly authorized.	
ATTEST:	
Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
BY:	BY:
Clerk & Comptroller	Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
BY:Assistant County Attorney	BY: A Street BY: Tammy K. Fields, Director
ATTEST:	
	FOR THE CHILDREN INC.

Reginale Durandisse, Founder and

Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by

For the Children, Inc. Youth Empowerment Center Program:	Exhibit A – Responsibility
Youth Empowerment Facility	Service Provider
	Service Provider
Youth/Teen Advisory Council Council or Board of youth from the target area meets every other month minimally to recommend	Service i rovider
programs and policies of the Youth Empowerment Center. Agendas and minutes are prepared	
and submitted as well as sign in sheets. Youth will review service proposals and make	
program decisions on behalf of the Center.	
L	Service Provider
Teen Center – ONE ONLY Provide educational and recreational programming 5 days a week (minimum) with 10 interest-	Service i rovider
based programs/pro-social activities per week (excluding recreation). Maintain a clean safe and	
secure environment. Work with the youth council to identify new educational recreational	
programs, activities and special events. Provide a monthly calendar for public release no later than	
the 1 st day of the month.	
Targeted Recruitment	
Recruitment should be targeted for at-risk youth. Sources are not limited to but should include:	
juvenile probation officers, youth court participants, participants of other diversion	
programs, school personnel and law enforcement.	
Targeted recruitment to High School youth is required.	
Courts	Courts/Service Provider
Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/Service Frovider
After-school Activities	Service Provider
Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis	Service Frontaer
hip hop dance, and organized athletics.	
Tutoring	Service Provider
Provide after-school tutoring, including assessment and or SAT skill building. Collect report	
cards and mid-semester reports to target youth's educational deficiencies.	
Mentoring	Service Provider
Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors.	
Job Training and Employment Services	Career Source/other
Partner with Career Source or other source to provide at-risk youth resources leading to	providers
graduation, additional workplace skills, and job placement. Allocate a minimum of \$15,000 for a	*
summer internship program. Model will be developed during the year. Job readiness must be	
offered prior to paid internships.	
Case Management – Informal	Service Provider and MOU
Provide information on existing resources for youth including school programs, job training and	with collaborating agencies
employment opportunities, and services available.	
Assessment	Service Provider
Each youth is assessed for risk of offending or reoffending using the Domains Assessment or the	
Prevention Assessment Tool. Assessments are submitted monthly.	
Transportation	Service Provider
The youth surveyed indicated that a major issue to attending programs and activities is	
transportation. The Service Provider must provide transportation at multiple pick up and	
drop off sites and field trips, including at least one pick up at a high school.	
Collaborative Partnerships	Service Provider-Youth
Leadership participates in a minimum of ten (10) CJC or School District sponsored collaborative	Empowerment
meetings throughout the year.	Administrative Staff
Life Skills	Service Provider
Provide a variety of life skills in an environment conducive to learning and interesting to high	
school youth.	
Admission – Terminated	Service Provider
Youth are admitted on the first day of participation and are terminated at request or after 120 days	
of non participation.	
Risk Assessment	Service Provider
A Brief Risk Assessment of each registrant shall be conducted and submitted with the new	
registration forms monthly, identifying all risk factors known to staff.	
Programmatic Reporting	City/County
Monthly programmatic reporting will be submitted on paper electronically until the new web-based	
data collection system is in place. The county will provide training on the new system.	

Youth Empowerment Center For The Children Inc. Program Budget FY 2016

Fu	nding	s So	urce

	Funding	Source	
Expenditures	City / Agency	County	Total Budget
Salaries & Benefits			
FT/ PT/ Contractual Employees		79,889.82	79,889.82
Total Salaries & Benefits	-	79,889.82	79,889.82 79,889.82
Total Salaries & Denemis		19,009.02	19,009.02
Contractual Services			
\$11937 to cover the cost of modules to include Youth leadership,			
entrepreneurship, Team Building, social enterprises, digital animation,			
Web design, Video production, photography, gardening/nutrition,			
drama, visual arts, dance, music, martial arts, science hands on			
activities, sports activities and trainings, Microsoft training, CPA,			
Audit.		11,937.00	11,937.00
Total Contractual Services	-	11,937.00	11,937.00
Education & Training (Staff & Youth Participants) as determined			
by Program Manager)			
Study/Testing Technique Classes		3,000.00	3,000.00
Total Education & Training		3,000.00	3,000.00
		2,000.00	2,000.00
Travel & Per Diem			
Hotel	-	-	-
Parking	_	_	-
Preventing Crime in the Black Community/Service Learning/Teen			
council/ College Tour (Youth & Chaperones) and other related			
trips/conference expenses determined by Program Manager/Teen			
council		5,000.00	5,000.00
Total Travel & Per Diem		5,000.00	5,000.00
Communication Services			
Telephone/Alarm monitoring/Internet/Cable		2,250.00	2,250.00
Total Communication Services	_	2,250.00	2,250.00
		2,250.00	292450.00
Utilities			
Water		_	· <u>-</u>
Electricity		_	-
Total Utilities	-		-
Postage & Freight			
Rental & Leases		-	
Copiers/ Water Cooler		970.00	970.00
Septem Hair Could		970.00	970.00

Youth Empowerment Center For The Children Inc. Program Budget FY 2016

	Funding :	Source			
Expenditures	City / Agency	County	Total Budget		
Total Rental & Leases	-	970.00	970.00		
Insurance Liability, Student Insurance, Auto, Professional & D&O of \$26,000 *26 Facility / Building Repairs & Maintenance/Renovation	0%	6,500.00	6,500.00		
Cleaning Services/ Pest Control/Repairs/Furnishings/Appliances and other expenses needed to operate the program Total Facility / Building Repairs & Maintenance	-	6,200.00 6,200.00	6,200.00 6,200.00		
Vehicle Repairs & Maintenance Servicing and Repairs Total Vehicle Repairs & Maintenance		3,000.00 3,000.00	3,000.00 3,000.00		
Program Activities Day Trips (include admission cost etc.) Other related expenses as determined by Program Manager Total Program Activities	-	6,000.00 6,000.00	6,000.00 6, 000.00		
Program Supplies Administrative Supplies (books, magazines, pens, pencil, paper, arts & crafts etc.) educational supplies, curriculum, Toileteries, T-Shirts, Flyers, Brochures and other related expenses as determined by Program Manager Total Program Supplies		3,953.18 3,953.18	3,953.18 3,953.18		
Fuel / Gas Monthly Gas/Fuel Program Equipment Recreational Equipment Total Program Equipment	• • • • • • • • • • • • • • • • • • •	4,800.00 500.00 500.00	4,800.00 500.00 500.00		
Food Supplies Breakfast, Lunch, Dinner, Snacks & Refreshments, Food supplied during day trips and other related expenses as determined by Program Manager Total Food Supplies	· · · · · · · · · · · · · · · · · · ·	6,000.00 6,000.00	6,000.00 6,000.00		
Total Budget	<u>-</u>	140,000.00	140,000.00		

Youth Empowerment Center For the Children Inc. Summer Youth Apprenticeship Program Budget FY 2016

Funding Source

	Funding Source							
	City / Agency		County		Other			
Expenditures					Funds	Total Budget		
Salaries				**************************************			(
(10) Temporary P/T Summer Work Program	6	14 400 00	6	14 400 00	6	<u></u>	14 400 00	
Youth will earn \$8.05 hourly	\$	14,490.00	\$	14,490.00	\$ -	\$	14,490.00	
Youth will work (4) days a week \sim (5) hours a day =	 		-					
* * * * * * * * * * * * * * * * * * * *								
(20) hours weekly	-							
Summer work program dates June 8th, 2016 ~ August								
7th, 2016		**************************************		<u> </u>				
Total Salaries	\$	14,490.00	\$	14,490.00	\$ -	\$	14,490.00	
FICA	_		-					
.0765 x \$16,100		1,108.49	 	510.00	598.49		1,108.49	
Woker's Comp 2% of total Salaries	 	289.80		-	289.80		289.80	
SUTA 5.4%		782.46		-	782.46		782.46	
Total Benefits		2,180.75		510.00	1,670.75		2,180.75	
Drug Testing & Background Check							:	
All youth will receive drug testing, physical, and								
background clearance		1,250.00			1,250.00		1,250.00	
per Agency HR policy								
Drug Testing & Background Check		1,250.00		-	1,250.00		1,250.00	
				!				
Total		17,920.75		15,000.00	2,920.75		17,920.75	
				,00000	2,720.13		11,520.13	
	<u> </u>					<u> </u>		

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/09/15	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-153-1451-3401 Other Contractual Services	1,000,000	824,436	0	15,000	809,436	0	809,436
0001-153-7683-8201 Contributions Non-Govtl Agncy	140,000	140,000	15,000	0	155,000	0	155,000
TOTALS			15,000	15,000			
		Signatures	& Dates		BY BOARD (OF COUNTY COMM	ISSIONERS
YOUTH SERVICES DEPARTMENT		r			AT M	IEETING OF 11/17/2	2015
INITIATING DEPARTMENT/DIVISION	(Mushelle D)	ena _					
Administration/Budget Department Approval OFMB Department - Posted						Deputy Clerk to the of County Commission	oners