

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$10,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>\$10,000</u>	 _____	 _____	 _____	 _____

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 150 Unit 1501 Object 3140

Rev No: Fund _____ Department _____ Unit _____ Object _____

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

The fiscal impact associated with this Agreement shall be funded by existing 2016 ad valorem.

Departmental Fiscal Review: *Wendee Dora*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Sherry Br
 OFMB 11/17/15

Greg J. Jacobson 11/23/15
 Contract Administration
B Wheeler 11-23-15

B. Legal Sufficiency:

Deane Colby
 Assistant County Attorney

C. Other Department Review:

 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 COUNTY, and The Community Foundation for Palm Beach and Martin Counties, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the FOUNDATION, whose Federal I.D. is 23-7181875.

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 support for the Collective Impact for Education Initiative in Palm Beach County, to help implement academic success and postsecondary education and career readiness 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, Palm Beach County Youth Services Department, and telephone number (561) 242-5700.

The FOUNDATION'S representative/liaison during the performance of this Contract shall be Gloria Ortega Rex, CPA, MBA, Executive Vice President & CFO, The Community Foundation for Palm Beach and Martin Counties, Inc. and telephone number (561) 340-4506.

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 October 30, 2015 and shall complete all services by June 30, 2016.

A copy of all reports, including the strategic plan shall be provided to the County as completed in accordance with the detailed Scope of Work set forth in Exhibit "A", Phase 1 – Phase 4.

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 Ten Thousand Dollars (\$10,000), payable upon evidence of an executed agreement between the FOUNDATION and Greenway Strategy Management to plan, research, write a strategic plan and develop

implementation recommendations for the Palm Beach County Collective Impact for Education Initiative.

- B. Invoices received from the FOUNDATION pursuant to this Contract will be reviewed and approved to 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. Final Invoice: In order for both parties herein to close their books and records, the FOUNDATION will clearly state "final invoice" on the FOUNDATION'S final/last billing to the COUNTY. This shall constitute FOUNDATION'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 FOUNDATION.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the FOUNDATION 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 FOUNDATION. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the FOUNDATION. Unless the FOUNDATION is in breach of this Contract, the FOUNDATION 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 FOUNDATION 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.

ARTICLE 5 - PERSONNEL

The FOUNDATION 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 FOUNDATION 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.

ARTICLE 6 - 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 FOUNDATION. The FOUNDATION shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the FOUNDATION authorized to use the COUNTY'S Tax Exemption Number in securing such materials. FOUNDATION has its own tax exemption certificate as a non-profit corporation.

The FOUNDATION 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 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.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, FOUNDATION shall deliver to the COUNTY’S representative as identified in Article 23, 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
Youth Services Department
c/o Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415
- H. **Umbrella or Excess Liability** If necessary, FOUNDATION 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 8 - INDEMNIFICATION

FOUNDATION 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 FOUNDATION.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the FOUNDATION 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 FOUNDATION shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 10 - 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 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.

ARTICLE 13 - ARREARS

The FOUNDATION shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The FOUNDATION further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The completed needs assessment will remain the property of the FOUNDATION, but documents and data will be shared by all funders including the COUNTY.

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 FOUNDATION 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 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 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The FOUNDATION 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 FOUNDATION'S sole direction, supervision, and control. The FOUNDATION shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FOUNDATION'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 FOUNDATION does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - CONTINGENT FEES

The FOUNDATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FOUNDATION 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 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 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 21- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the FOUNDATION certifies that it, its affiliates, suppliers, subcontractors and Foundations 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 22 - 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:

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

With copy to:

Palm Beach County Attorney's Office
c/o Helene Hvizd, Assistant County Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Bradley Hurlburt, President and CEO
The Community Foundation for Palm Beach and Martin Counties, Inc.
700 South Dixie Highway, Suite 200
West Palm Beach, Florida 33401

ARTICLE 23 - 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.

ARTICLE 24 - 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.

[The remainder of this page was 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 FOUNDATION 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: _____
Mayor

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

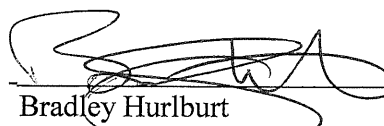
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: 
Tammy K. Fields, Director
Youth Services Department

Date: 11-13-18

THE COMMUNITY
FOUNDATION FOR
PALM BEACH AND
MARTIN COUNTIES,
INC.

By: 
Bradley Hurlburt
President and CEO

Date: November 11, 2015

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PROVIDED:

Coordination of support for the Palm Beach County Collective Impact for Education Initiative strategic visioning and planning project will help to implement academic success and postsecondary education and career readiness. The County's contribution of \$10,000 will be directed towards launching the Planning Phase of the Initiative that would result in the development of an actionable strategic plan by consultants, Greenway Strategy Management. A copy of all deliverables, including the final plan and recommendations to the Foundation will be submitted to the Youth Services Department.

As part of the Planning Phase and strategic development for the Initiative, the County will have a representative on the Steering Committee. The Planning Phase will entail: (a) **Project Planning - Phase 1:** Vision and Goals with the Leadership Council – confirming project tasks and timelines, defining success criteria and preparing for Leadership Council visioning session. Building consensus among the Initiative partners to create a shared strategic vision that is clearly stated, compelling, and timely, describes a clear and present need, motivates people to act, is a worthwhile challenge and identifies six (6) to ten (10) Initiative goals; (b) **Research - Phase 2:** Needs assessment, gaps analysis, SWOT analysis – identification and analysis of information so that the Initiative partners better understand the “status” of academic success and career readiness, the array of efforts addressing issues associated with academic success and career readiness, and opportunities for enhancing the education system in Palm Beach County; (c) **Write the Strategic Plan, including Detailed Budget – Phase 3:** utilizing information from the first two stages mentioned. This stage will include the development of an actionable strategic plan that will serve as the overall blueprint for the Initiative's work; (d) **Development of Implementation Recommendations – Phase 4:** Review recommendation with the Steering Committee and present the final plan and recommendations to the Leadership Council.

The output of this Planning Phase will result in the development of a strategic plan. The plan will include analysis and strategic guidance to help improve outcomes for children and families. Using the collective impact framework, the goal is to create an integrated system of supports that allows every student the opportunity to be academically successful and post-secondary and career ready. The Strategic Plan will be integrated into the County-Wide Youth Master Plan for Palm Beach County.