

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: May 17, 2016

Consent       Regular  
 Ordinance       Public Hearing

**Department**

Submitted By: Youth Services Department

Submitted For: Outreach and Community Programming Division

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A) Contract for Consulting/Professional Services with Boys and Girls Clubs of Palm Beach County, Inc., for the period April 6, 2016 through August 31, 2016, in an amount not to exceed \$100,000, to employ youth and young adults for the 2016 Teen Employability Initiative Program (Program); and
- B) Budget Transfer of \$100,000 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the Boys and Girls Clubs of Palm Beach County, Inc. program (Unit 2528) to fund the cost associated with this Contract.

**Summary:** The Boys and Girls Clubs of Palm Beach County, Inc. (BGCPBC) was founded in 1971 and is the largest facility-based youth development organization in Palm Beach County. The BGCPBC operates at thirteen (13) locations, most of which are strategically located within high poverty areas throughout the county. This funding will allow the BGCPBC to offer the Program for thirty-six (36) participants up to age 22. Those eligible to participate will be individuals in its Job Start to Job Smart program and alumni of the BGCPBC's camps. The Program will operate for a period of ten (10) weeks during the summer, allowing each participant to be employed as a counselor for twenty (20) hours per week over four (4) days. The fifth day they will engage in education, job coaching and career exploration. This Program will emphasize employment in the Tri-City Glades area and is directly aligned with the objectives derived from the 2013 Youth Symposium. Countywide (HH)

**Background and Justification:** The Program will prepare the youth using foundational education, managed employment and career exploration. The locations where the participants will work are: Tri-City Glades, Delray Beach, Boca Raton, West Palm Beach (Northwood and Westgate), Riviera Beach and Wellington. The County provided funding last summer for up to twenty (20) youth and they have indicated interest in completing another summer in the Program, with a focus on more advanced programming. The Youth Services Department continues to monitor and evaluate the various funded programs, and provides updates and reports to the 2013 Youth Symposium Project Teams and the Youth Symposium's executive committee. Recruitment for the Program started on April 6, 2016.

**Attachment:**

- 1. Contract
- 2. Budget Transfer

Recommended by: \_\_\_\_\_

*[Signature]*  
for Department Director

*4/29/16*  
Date

Approved by: \_\_\_\_\_

*[Signature]*  
Assistant County Administrator

*4/29/16*  
Date



## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Boys and Girls Clubs of Palm Beach County, Inc., a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 23-7060561.

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 youth development, 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 Jaene Miranda, telephone no. 561-683-3287.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on April 6, 2016 and complete all services by August 31, 2016. The parties agree that the CONSULTANT shall be entitled to payment for services rendered beginning April 6, 2016, notwithstanding the date the Contract is executed by the COUNTY

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

### **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 ONE HUNDRED THOUSAND DOLLARS (\$100,000). 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 FIVE THOUSAND SIX-HUNDRED NINETY-TWO DOLLARS (\$5,692), 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. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" 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-in-negotiation 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.

#### **ARTICLE 6 - PERSONNEL**

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 not 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. **Commercial General Liability** 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. **Business Automobile Liability** CONSULTANT 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 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. **Worker's Compensation Insurance & Employers Liability** 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. **Additional Insured** 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. **Waiver of Subrogation** 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 pre-loss 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. **Certificate(s) of Insurance** 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 Youth Services Department  
Attn: Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

- H. **Umbrella or Excess Liability** 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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, judgement, 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:

Palm Beach County Youth Services Department  
Attn: Tammy K. Fields, 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:

Jaene Miranda  
Boy & Girls Clubs of Palm Beach County  
800 Northpoint Parkway, Suite 204  
West Palm Beach, FL 33407

**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:

COUNTY

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: *Tammy K. Fields*  
for Tammy K. Fields, Director

WITNESS:

CONSULTANT:

*Lisa M. Marclitto*  
Signature

Boys and Girls Clubs of Palm Beach County, Inc.

Lisa M Marclitto  
Name (type or print)

Company Name  
*Jaene Miranda*  
Signature

Jaene Miranda  
Typed Name

President and Chief Executive Officer  
Title

(corp. seal)

## EXHIBIT "A"

### Boys & Girls Clubs of Palm Beach County SCOPE OF SERVICES and SUMMARY

#### *Job Smart to Job Start: Summer 2016 Employment Initiative*

The Boys and Girls Clubs of Palm Beach County (BGCPBC) is a nonprofit youth development organization that provides educational, cultural, and social enrichment opportunities in fulfillment of its mission to inspire and assist all young people, especially those who need us most, to realize their full potential as productive, responsible, and caring citizens. The BGCPBC seeks to partner with Palm Beach County to deliver the summer 2016 Teen Employment Initiative to participants of its Job Start to Job Smart program. Under the guidance of the Teen Employability Director and Manager, Job Smart to Job Start utilizes a three-pronged approach—foundational education, managed employment at the BGCPBC and career exploration—to prepare teens to compete for jobs, succeed in the workplace, and explore how their skills and interests might translate to a career and the requisite educational requirements. Through the education component of the program, participants will gain interpersonal competencies that enhance job readiness and the pursuit of career aspirations, including time management, critical and creative thinking, collaboration, and communication skills—all of which boost self-esteem and inspire hope for the future. Pre- and post-test surveys will capture the increases in knowledge, skills, behavior, and interpersonal competencies resulting from this experience.

During the managed employment component, BGCPBC will employ 36 teens and young adults during the 10-week break from school or college. Of these 36 individuals, 18 will be residents of the Tri-City Glades area and will work at the seven Boys & Girls Clubs in that area or be transported to BGCPBC's other six Clubs located in central, coastal Palm Beach County: Delray Beach, Boca Raton, West Palm Beach (Northwood and Westgate), Riviera Beach, and Wellington. Those eligible to apply include current teen members ages 16-18 and recent BGCPBC alumni through age 22 returning home for the summer break from college. Of note is the fact that all 19 of the teens employed as part of summer 2015 Employment Initiative have expressed a keen interest in reemployment, including 7 who are current college freshmen. BGCPBC seeks to provide a second year of employment for these 19 young people as a means of helping them increase their employability and 21<sup>st</sup> Century learning skills and continue to plan for the future. This would allow for 17 new hires. BGCPBC proposes that all 36 employees work for 20 hours over the course of four days and use the fifth weekday to engage in the foundation education, job coaching, and career exploration. The BGCPBC has developed more advanced foundational education classes and career exploration activities for second-year teens and returning young adults.

Teens and young adults will be encouraged to apply for paid positions in areas that coincide with their career interests. As scheduling allows, BGCPBC will provide teens an opportunity to apply in one or more positions. Employment is available in the following areas of operations:

- Printing and graphics operation
- Food service program
- Camp Counselor-in-Training (CIT)
- Administrative assistance

As part of the third component of the program, each teen will receive ongoing job coaching and supervision throughout their employment and an employment assessment from the Director and or Manager of Teen Employability that includes a performance evaluation and recommended next steps

for continued career explorations. A culminating event will provide a forum for teens to share lessons learned with each other and celebrate overall accomplishments.

Now therefore, in consideration of the foregoing and mutual promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Boys and Girls Clubs of Palm Beach County agree to:**

1. Provide the County with a listing of employment locations, and employment start and end dates for 36 youth.
2. Conduct Level II Criminal Background screening for 36 youth.
3. Deliver Employment and Skills training to 36 youth.
4. Provide employment supervision throughout program period to 36 youth.
5. Provide a Final Program evaluation including feedback from 36 youth.
6. Provide logic model showing established needs, services, projected outcomes, and actual outcomes to the County as shown on Exhibit "C".
7. Provide chart including client (teen employee) demographic information as shown on Exhibit "D".
8. Submit invoice and supporting documentation as shown on Exhibit "B" to the County for reimbursement.
9. Provide space and time during normal business hours for the County to perform a programmatic and fiscal monitoring review.

**SUMMARY**

The Boys and Girls Clubs of Palm Beach County (BGCPBC) seeks to partner with Palm Beach County to deliver the Summer 2016 Employment Initiative to participants of its Job Start to Job Smart program and BGCPBC young adult alumni. Launched in 2013, Job Smart to Job Start provides a three-pronged approach—foundational education, manage employment at the BGCPBC, and career exploration—to prepare teens to compete for jobs, succeed in the workplace, and explore how their skills and interests might translate to a career and the associated educational requirements. Employment positions provide real work experience in Printing and Graphics; Food Service, Administrative Support, or as a Camp Counselor-in-Training. This project seeks to engage current teen members, ages 16-18 who are already participating in Job Smart to Job Start and BGCPBC alumni through age 22 who are returning home for the summer break from college and seeking employment at the BGCPBC as means to explore youth development and/or BGCPBC careers. Participants will gain employment experience; increased employability; knowledge of post-secondary education opportunities in fields of interest; and interpersonal competencies that enhance job readiness and the pursuit of career aspirations, including time management and self-esteem.



**EXHIBIT "B"**  
Schedule of Payments

	TASK	DELIVERABLES REQUIRED:	TIMELINE	PAYMENT	TOTAL
1	Recruit and conduct Level II Background checks for up to 36 youth.	Level II Background screening invoice	Due by May 31st	36 teens x \$111 =	\$3,996
2	Provide Teen Employability Training to up to 36 youth.	Sign in Sheets	Due by August 31st	10 Training Sessions x \$1000 each=	\$10,000
		Completion Certificate(s) provided at final invoice	Due by August 31st		
3	Provide supervised employment to up to 36 youth.	Payroll Documentation	Monthly or due by August 31st	36 teens x 20 hours/week x 10 weeks x \$9/hour = \$64,800 + \$7,543 in Taxes=	\$72,343
4	Conduct culminating event for up to 36 youth and up to 4 staff members.	List of 36 youth with employment locations, and employment start and end dates.	Due by August 31st	\$15/person x 40=	\$600
		Final Program evaluation including feedback from 36 youth.			
		Out of pocket expense receipt.			
5	Provide transportation to program youth.	Paid receipts as applicable.	Due by August 31st		\$1,096
6	Manager for Teen Employability Program	Payroll Documentation	Due by August 31st	12 weeks= \$9,360 + Tax/Benefits (EMH, 401K, FICA, RT, WC): \$2,605=	\$11,965
<b>Grand Total:</b>					<b>\$100,000</b>

Boys & Girls Clubs of Palm Beach County: Summer 2016 Employability Program

EXHIBIT C

Identified Problem, Need, Situation	Service or Activity ID the timeframe, ID the # of clients served or the # of units offered	Outcome	Outcome/Indicator Projected # and % of clients who will achieve each outcome	Actual Results Actual # and % of clients who achieve each outcome. Or Actual # and % of units achieved.	Measurement Tool	Data Source, Collection Procedure, Personnel	Frequency of Data Collection or Reporting
Teens lack job readiness and employability training to prepare them to compete for and excel in entry level jobs.	36 at-risk teens, ages 16-18 and young adults returning from college, will receive employability training on the following topics: Junior Staff; Money Matters; SMART Moves; Career Launch; and Keystone Club.	Participating teens will increase their knowledge about money management and gain employability skills.	75% of (27 of 36) participants will increase their knowledge about money management and gain employability skills.		Pre and post-test will be used as a measurement tool.	Director of Teen Employability or designee administers tools to teens, enters and stores results in secure database.	Pre test will be given at the beginning of each module. The same test will be given at the end of each module. The Dir. of Teen Employability will generate a report at the end of the project period and share it with PBC at end of funding period.
Glades-area teens lack structured, entry-level employment in areas of potential career interest that will increase their employability and work readiness.	18 at-risk teen residents, ages 16-18, and young adults returning from college, of the Tri-City Glades area, who have completed or are in the process of completing employability training will be eligible to apply for employment at the Boys & Girls Clubs in the Glades-area during the 10-week summer break from school. Positions may include: Junior Counselors or in support of Printing & Graphics, Food Services, or Administrative Support. Once hired, teens will receive ongoing coaching and guidance by BGPBC staff within a structured, supportive work environment.	Individuals will be hired to perform a paid, part-time position according to their career interests and, through this position, will increase their employability and work readiness.	83% of teens (30 of 36) will be hired to perform a paid, part-time position according to their interests and, through this position, will increase their employability and work readiness.		Teens complete career interest inventory and job application, interview for positions.  Dir. of Teen Employability completes a job readiness assessment for each applicant.	Director of Teen Employability or designee administers tool to teens, completes job readiness assessment, and enters and stores results in secure database.	Career interest inventory administered at beginning of program or prior to commencement of employment. Job readiness assessment is completed prior to employment. Outcomes shared with PBC at end of funding period.
Central/coastal PBC teens lack structured, entry-level employment in areas of potential career interest that will increase their employability and work readiness.	18 at-risk teen residents, ages 16-18, of central/coastal PBC who have completed or are in the process of completing employability training will be eligible to apply for employment at the Boys & Girls Clubs in coastal/central PBC during the 10-week summer break from school. Positions may include: Junior Counselors or in support of Printing & Graphics, Food Services, or Administrative Support. Once hired, teens will receive ongoing coaching and guidance by BGPBC staff within a structured, supportive work environment.	Individuals will be hired to perform a paid, part-time position according to their career interests and, through this position, will increase their employability and work readiness.	83% (30 of 36) of teens will be hired to perform a paid, part-time position according to their interests and, through this position, will increase their employability and work readiness.		Teens complete career interest inventory and job application, interview for positions.  Dir. of Teen Employability completes a job readiness assessment for each applicant.	Director of Teen Employability or designee administers tool to teens, completes job readiness assessment, and enters and stores results in secure database.	Career interest inventory administered at beginning of program or prior to commencement of employment. Job readiness assessment is completed prior to employment. Outcomes shared with PBC at end of funding period.
Teens lack opportunities for job coaching, for constructive feedback, to discuss what they've learned with adult role models and to share lessons learned with their peers.	36 at-risk teens, ages 1-18, who have completed their summer employment with the BGPBC receive a personalized assessment and career coaching session with program directors, discuss lessons learned with other Employment Program participants, and celebrate their accomplishments with their peers, program directors, and family members.	Participants will gain knowledge of careers and post-secondary education opportunities in fields of interest and interpersonal competencies that enhance job readiness, employability, and the pursuit of career aspirations, including time management and self-esteem.	75% (27 of 26) of participants will increase knowledge of careers and educational paths and gain interpersonal competencies that enhance job readiness, employability, and the pursuit of career aspirations, including time management and self-esteem.		Teens complete pre/post surveys of interpersonal assets and future aspirations.  Dir. of Teen Employability completes post-employment survey and assessment.	Director of Teen Employability or designee administers tool, and enter and stores results in secure database.  Dir. of Teen Employability completes post-employment assessment. Results secured in database.	Pre test will be administered at the beginning of the program, and the same (post) test will be given at the end of each module. The Dir. of Teen Employability will generate a report at the end of the project period. Outcomes shared with PBC at end of funding period.

\* This project seeks to serve teen members of BGPBC ages 16-18 plus BGPBC alumni through age 22 who are returning home for the summer break from college.

Agency: Boys & Girls Club

EXHIBIT D

Youth												Household										
Last Name	First Name	Sex	Gender	Age	Ethnicity	Race	Education Level	Health Insurance	Disabled?	Current Education Status	School ID #	Last #4 HoH SS#	Family Type	Family Size	Source of Family Income	Employment	Family Income	Housing	Main Language Spoken at Home	Parents' Highest Ed Level	Food Stamps?	Fren/Reduced Lunch?
Yarc	John	M	M	7	Non Hispanic	Asian	K-2	Medicaid	No	Student Full Time	123456	1234	Two Parent HH	3	Employment Only	Full Time	\$20-29,999	Rent	Chinese-Mandarin	9 to 12	No	No
Smith	Randy	M	M	12	Non Hispanic	White	6 to 8	Private	Yes	Student Full Time	654321	3214	Single Parent Female	2	Employment+ Other Source	Part Time	0-11,999	Rent	English	Vocational Degree	Yes	Yes
DuPueblo	Juana	F	F	8	Hispanic	Black	3 to 5	ACA	No	Student Full Time	654321	2147	Single Parent Male	4	TANF	NA	0-11,999	Homeless	Spanish	6 to 8	Yes	Yes
Baptiste	Geraldine	F	F	15	Non Hispanic	Haitian	9 to 12	None	No	Student Full Time	456123	1678	Two Parent HH	5	Social Security	NA	20-29,999	Own	Creole	Bachelor's Degree	No	No

SAMPLE DATA ONLY

2016-

BGEX 150 041416\*1225

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 04/14/16	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-153-1451-3401 Other Contractual Services	1,000,000	274,257	0	100,000	174,257	0	174,257
0001-153-2528-8201 Contributions Non-Govtl Agency	0	0	100,000	0	100,000	0	100,000
<b>TOTALS</b>			100,000	100,000			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF 05/17/2016

YOUTH SERVICES DEPARTMENT  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

*Guinevere D'Anna* 4/21/16

Deputy Clerk to the  
Board of County Commissioners

*A. Akers*  
4/21