

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2017  Consent  Regular  
 Workshop  Public Hearing

Department: County Administration  
Submitted By: County Administration  
Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends a motion to: A) approve an Agreement with Friends of Foster Children of Palm Beach County, Inc. in an amount not to exceed \$100,000 for the purchase of school supplies for the 2017 Putting Kids First: Back to School Bash for the period beginning February 13, 2017 through October 31, 2017; and B) authorize advance payments to the Friends of Foster Children of Palm Beach County, Inc. up to \$50,000 towards the purchase of school supplies.

**Summary:** This Agreement provides a not to exceed amount of One Hundred Thousand Dollars (\$100,000) to the Friends of Foster Children of Palm Beach County, Inc. (Friends) to implement the 2017 "Putting Kids First: Back to School Bash" (Bash). The Bash provides school supplies to Palm Beach County students from Pre-K through 12th grade enrolled in the public or charter school system. Participating students will also receive school physicals, immunizations and haircuts. The Bash is an annual event planned, funded and implemented through a collaboration of several nonprofit organizations, community and church based organizations and the Office of Community Revitalization (OCR). In order to participate in the Bash, students must be referred by one of the agencies of the Bash collaborative, be registered prior to June 2, 2017 and given a personal invitation to the event. All participating referral agencies, municipalities, community groups and/or religious organizations are required to sign an agency agreement with the Friends and pay a nominal fee for every student referral-registration. Last year's fee was \$5 per student and the 2017 fee has not been set. The Bash will be held on Saturday, July 29, 2017 prior to the start of the 2017/18 school year. In accordance with the Agreement, up to \$50,000 of the \$100,000 from the County may be provided as an advance payment to the Friends to use as upfront capital toward the purchase of the school supplies. Countywide (DW)

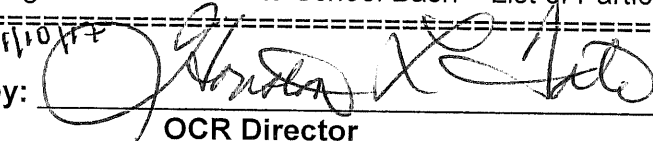
**Background and Justification:** The Bash was originally approved by the BCC in 2006. It is implemented by a collaborative which is now comprised of more than 80 nonprofits and other agencies that serve disadvantaged students in Pre-K through 12th grade from low or no-income families. The OCR has assisted with its implementation in coordination with the Palm Beach County Sheriff's Office since inception of the event. Through the collaborative partnership, the Bash has grown from serving approximately 3,000 students to a coordinated program, serving an average of 13,000 students every year. It is held in six different areas of the County including: Central County; South County; North County, Pahoee, South Bay and Belle Glade. The specific locations will be decided at a later date. Students at each of the sites will be provided with backpacks, school supplies, free school physicals, immunizations and other available services to ensure they are ready for the first day of school. In addition, the Bash provides families with exposure to other community resources to help them on their road to self-sufficient and improve their children's success in school.

The Agreement and Scope of Work define the roles and responsibilities of the Friends and the OCR. The Friends will be responsible for overall implementation of the Bash including, but not limited to, purchasing and arranging the delivery of the school supplies, coordinating the student registration and invitations, securing distributions sites and overseeing the logistics and recruiting volunteers. Whereas, the OCR is responsible for coordinating with the Friends on the overall planning and implementation of the Bash which includes, but is not limited to, assisting with student registration from CCRT communities only, handling invitations for OCR registered students, recruiting volunteers and securing community resources.

The total cost of the Bash exceeds the \$100,000 from the County and the remaining funds are contributed from several other entities. For the 2016 Bash, the estimated total cost of the event was \$179,143.77. The BCC allocated \$100,000 and the remaining \$79,143.77 came from a number of entities. The largest sponsors included: the Spirit of Giving Network, the Lost Tree Village Foundation, the Children Services Council, the Center for Family Services, the United Way of Palm Beach County and the Wells Fargo and PNC Foundations. Like the 2016 Bash, the 2017 Bash is expected to be a tremendous success. Staff recommends BCC approval of the Agreement and authorization of the advance payments to the Friends.

**Attachments:**

- 1. Agreement
- 2. Putting Kids First: Back to School Bash – List of Participating Agencies

Recommended by:  \_\_\_\_\_ Date: 1/10/2017  
OCR Director

Approved by:  \_\_\_\_\_ Date: 1/17/17  
Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>100,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>100,000</u></u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1401 Dept 610 Unit X164 Object 8201

Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Funds for this program were budgeted for during the FY 2017 process. Any unused funds will remain in the above account.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB 1/10 1/10

*[Signature]* 1/13/17  
 Contract Dev. and Control 1/13/17

**B. Legal Sufficiency:**

*[Signature]* 1/17/17  
 Assistant County Attorney

**C. Other Department Review:**

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

**AGREEMENT FOR THE IMPLEMENTATION OF THE  
PUTTING KIDS FIRST: BACK TO SCHOOL BASH**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 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 Friends of Foster Children of Palm Beach County, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, whole Federal Tax I.D. is 59-2487590 hereinafter referred to as the FRIENDS.

**WITNESSETH**

**WHEREAS**, the FRIENDS implements the annual Putting Kids First: Back to School Bash, hereinafter referred to as the "Bash", which serves approximately 13,000 children at 6 locations throughout Palm Beach County; and

**WHEREAS**, the COUNTY has been partnering with the FRIENDS and the Bash collaborative, in its implementation since 2006 to provide school supplies to students from Pre-K through 12th grade who are in need; and

**WHEREAS**, the Bash assists families that are in need to help empower children to begin the school year with confidence; and

**WHEREAS**, the COUNTY desires to provide the FRIENDS an amount not to exceed One Hundred Thousand Dollars (\$100,000) to purchase school supplies for the Bash; and

**WHEREAS**, the FRIENDS has expertise and a system in place to purchase all the needed supplies, and has demonstrated it by the successful implementation of the Bash; and

**WHEREAS**, the implementation of the Bash serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the FRIENDS hereby agree to the following terms and conditions:

**ARTICLE 1 - SERVICES**

The FRIENDS shall purchase school supplies for the Bash and perform the Scope of Work as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, which shall be open to residents of Palm Beach County, including all Countywide Community Revitalization Team (CCRT) communities. The FRIENDS shall abide by any written instructions or conditions placed on the Bash by the COUNTY.

## **ARTICLE 2 - SCHEDULE**

The FRIENDS shall commence services on February 13, 2017 and complete all services by October 31, 2017.

Purchase of supplies and services shall be delivered or completed in accordance with the Scope of Work set forth in Exhibit "A".

## **ARTICLE 3 - PAYMENTS**

COUNTY shall fund an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) to the FRIENDS for the purchase of school supplies for the Bash in accordance with Exhibit "A". COUNTY shall make payment to the FRIENDS as follows:

- a. The FRIENDS hereby authorize COUNTY to make payments directly to registered County vendors on behalf of the FRIENDS, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to pay registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work.

These invoices must be approved in writing by the FRIENDS and/or registered County vendors indicating that the supplies and services were delivered to the FRIENDS' satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of the FRIENDS from registered County vendors.

- b. The FRIENDS may request up to \$50,000 as an advance payment to purchase school supplies. Upon purchase of said supplies, the FRIENDS must submit all invoices and receipts to COUNTY to verify purchases made.

All requests for payments pursuant to this Agreement shall include an original cover memo on FRIENDS letterhead signed by the Chief Executive Officer.

Documentation that verifies that advance payments and direct payments to COUNTY approved vendors have been utilized for their intended purposes shall be submitted by the FRIENDS to COUNTY no later than 30 days after payment. This is in addition to the final close out report as required in the attached Scope of Work to be submitted by the FRIENDS to COUNTY.

In no event shall payments made by COUNTY exceed One Hundred Thousand Dollars (\$100,000.00) to the FRIENDS for the Bash, and advance payments to the FRIENDS shall not exceed Fifty Thousand Dollars (\$50,000). The advance payment of \$50,000 is included in the not to exceed Agreement amount of \$100,000. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse FRIENDS for payment of any sales tax. FRIENDS is not authorized to use the County's Tax Exemption Number in securing such materials.

The COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 - INSURANCE**

The FRIENDS shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by FRIENDS is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by FRIENDS under this Agreement.

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage of not less than One Million Dollars (\$1,000,000.00).

The FRIENDS shall endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent - Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis."

Prior to execution of this Agreement, FRIENDS shall deliver to the COUNTY a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, FRIENDS agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Agreement. The Certificate Holder's address shall read:

**Palm Beach County Board of County Commissioners  
c/o Office of Community Revitalization  
2300 N. Jog Rd.  
West Palm Beach, FL 33411**

#### **ARTICLE 6 - INDEMNIFICATION**

The FRIENDS shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys' fees and costs, arising during and as a result of performance of the terms of this Agreement or due to the acts or omissions of the FRIENDS.

#### **ARTICLE 7 - SUCCESSORS AND ASSIGNS**

The COUNTY and the FRIENDS 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 Agreement.

Except as above, neither the COUNTY nor the FRIENDS shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

## **ARTICLE 8 - WARRANTIES**

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

The FRIENDS shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The FRIENDS 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 FRIENDS further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

## **ARTICLE 9 - NONDISCRIMINATION**

The FRIENDS 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.

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

## **ARTICLE 10 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement 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 Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or FRIENDS.

## **ARTICLE 11 - ACCESS AND AUDIT REQUIREMENTS**

The FRIENDS shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to the FRIENDS, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the FRIENDS, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **ARTICLE 12 - CONFLICT OF INTEREST**

The FRIENDS 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 Palm Beach County Code of Ethics. The FRIENDS further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

## **ARTICLE 18- TERMINATION**

This Agreement may be terminated by the FRIENDS 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 Agreement through no fault of the FRIENDS. It may also be

terminated, in whole or part, by the COUNTY, with or without cause, immediately upon written notice to the FRIENDS. Unless the FRIENDS is in breach of this Agreement, the FRIENDS shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

#### **ARTICLE 19 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 20 – ENTIRETY OF CONTRACTUAL AGREEMENT**

This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

#### **ARTICLE 21 - NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the COUNTY:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

**As to the FRIENDS:**

Brenda Oakes, CEO  
Friends of Foster Children of Palm Beach County, Inc.  
4100 Okeechobee Blvd.  
West Palm Beach, FL 33409



**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and FRIENDS has hereunto set his/her hand the day and year above written.

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

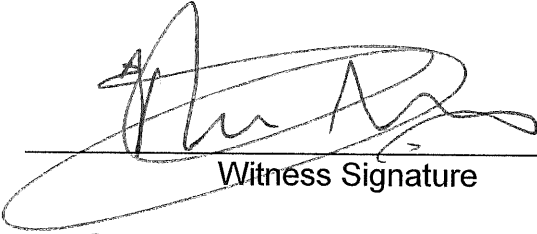
**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

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

By \_\_\_\_\_  
Paulette Burdick, Mayor

**WITNESSES:**

**Friends of Foster Children of Palm  
Beach County, Inc.**

  
\_\_\_\_\_  
Witness Signature

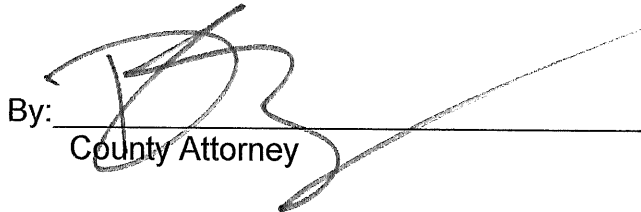
By: Brenda Oakes  
Brenda Oakes (printed name)  
CEO

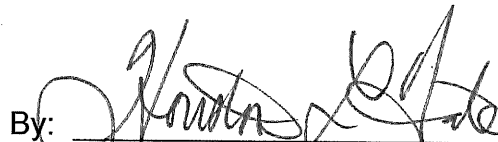
  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Brenda Oakes (Signature)

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

By:   
\_\_\_\_\_  
Houston L. Tate, Director  
Office of Community Revitalization

## SCOPE OF WORK

**Overview:** The Bash is an annual event undertaken to provide school supplies, backpacks, a health fair and access to community resources to approximately 13,000 disadvantaged students from Pre-K through 12<sup>th</sup> grade at six locations throughout Palm Beach County.

The Bash is planned, funded, and implemented through a collaborative of several nonprofit organizations, community and church based organizations, and Palm Beach County Office of Community Revitalization (OCR), to provide children with the tools they need to start the school year with confidence and succeed academically.

Upon arriving at the Bash, each child is paired with a "personal shopper" who guides the child through a "store" of new school supplies. The children select their own supplies and enjoy healthy snacks and refreshments. Some of the locations offer blood tests, biometric health screenings, vision screening, hearing testing and other health related resources. Children and families have access to more than 50 local resource agencies, which are on hand with information, and one-on-one help. There are also activities that promote awareness to health and fitness, craft stations for younger kids, bounce houses, music, clowns, a free meal for all who attend, and much more. Different foundations and organizations donate items to make this event even more joyous for children.

To be eligible to participate in the Bash, students must reside in Palm Beach County, including all Countywide Community Revitalization Team (CCRT) communities, and either be entering Pre-K in August of 2017 or be enrolled in grades 1 to 12 in the Palm Beach County public school system or a charter school in Palm Beach County for the 2017/2018 school year. Individuals to be served by the Bash must be referred for participation by one of the agencies of the Bash collaborative, be registered prior to June 2, 2017, and given a personalized invitation to attend the Bash.

### Services:

The FRIENDS will:

- a) Be responsible for coordinating the purchase and delivery of all school supplies. Consideration should be given to price, quality, availability, and delivery capacity of said supplies.
- b) Set aside \$10,000 worth of school supplies and coordinate with vendors and COUNTY the delivery of said supplies to County Storage at Purchasing Warehouse, 2455 Vista Parkway, West Palm Beach, FL 33411 by no later than the day prior to the actual Bash.
- c) Provide for a Staff person to serve as the liaison with COUNTY to coordinate the planning and implementation of the Bash.

- d) Provide the COUNTY, by March 6, 2017, all the documentation needed to seek eligible participants for the Bash. This documentation shall include: the Bash spreadsheet, the Bash Agency Responsibility Agreement for all agencies that desire to be registered under the OCR and/or Palm Beach County for participation in the Bash, the implementation schedule, a listing of all agencies that pay for each registered student to the Bash, and any other pertinent information.
- e) Ensure that all students from CCRT communities referred by COUNTY and/or Bash collaborative qualified agencies are allowed to participate in the Bash if registered by June 2, 2017.
- f) Ensure that any organization or community groups that serve students from CCRT communities can participate in the Bash as an OCR and/or Palm Beach County Agency, if they have approval from the COUNTY before June 2, 2017.
- g) Accept name referrals from Bash collaborative qualified churches within CCRT communities provided they pay the minimum registration fee and students are referred to the program by June 2, 2017.
- h) Ensure that food and refreshments are provided at all locations.
- i) Reach out and accommodate all the necessary agencies that can bring community resources and information at all locations.
- j) Coordinate with the COUNTY on all media and news releases, preparation of Bash logos, and other marketing materials.
- k) Include COUNTY and Office of Community Revitalization (OCR) names and logos in all mailings, print advertising, invitations, brochures, T-shirts, banners/posters, and other marketing materials.
- l) Recognize COUNTY and Office of Community Revitalization (OCR) as a partner on the Bash website, social media, media ads, and during any promotional programming.
- m) Provide the COUNTY with an opportunity to speak at pre-event press conference.
- n) Provide a final close out report no later than 60 days from this Agreement end date which includes: the number of students served at each site and the agencies and/or communities they represent; the final list of participating agencies; the total cost of the Bash along with the funding allocated by different agencies via donations, grants and/or in kind contributions; and the accounting for all funds expended as part of this Agreement. The complete close out report, shall be sent directly to:

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

COUNTY agrees:

- a) To designate an OCR staff liaison to represent the COUNTY at the Bash organizational meetings and to coordinate with FRIENDS' staff for the planning and implementation of the Bash.
- b) That all agencies that desire to register under OCR and/or Palm Beach County must receive approval by the COUNTY, prior to May 12, 2017, to participate in the Bash. COUNTY shall verify eligibility with the FRIENDS before final approval for agency participation.
- c) To provide to FRIENDS, by June 2, 2017 a list of students from CCRT neighborhoods who will be attending the Bash. Names of students and other information such as address, grade, sex, parents' name, name of referral agency, contact person, and phone number will be submitted to FRIENDS through the use of a spreadsheet provided by the FRIENDS no later than March 6, 2017. COUNTY acknowledges that only completed spreadsheets will be accepted for the submittal of students to be enrolled for attendance at the 2017 Bash.
- d) That participants who have been registered and have been given a personalized invitation will be the only students permitted into the Bash unless approved by FRIENDS and COUNTY prior to completion of the Bash final register. Students not listed on the Bash final register will not be permitted into the event.
- e) To send invitations to participating students registered under OCR and/or Palm Beach County in a timely manner.
- f) To seek volunteers and assist with the setup for the Bash, the actual Bash, and post Bash activities.
- g) To assist with securing resources for the Bash at the different Bash locations including, but not limited to: health care services, hair stylists and barbers, entertainment (bounce houses, clowns, dancers, DJ's etc.), and other community resources or services. COUNTY agrees to seek approval from the FRIENDS for any referred resources for the Bash.

## 2016 Putting Kids First: Back to School BASH Participating Agencies

1. Achievement Centers for Children and Families Foundation
2. Adopt A Family of the Palm Beaches
3. American Association of Caregiving Youth
4. ARC
5. Belle Glade Youth Empowerment Center
6. Belle Glade Housing Authority
7. Best Foot Forward
8. BHE (CSC)
9. Big Brothers Big Sisters
10. Boca Helping Hands West
11. Boca Raton Boys and Girls Club
12. Boca Raton Housing Authority
13. Boys Town
14. Bridges at Belle Glade
15. Bridges at Highland
16. Bridges at Pahokee
17. Center for Family Services
18. Center for Youth Activities
19. Children's Home Society MODEL Mentoring
20. Children's Outreach, Inc.
21. Clipper Cove Apartments
22. Children's Medical Services
23. City of Belle Glade
24. City of Pahokee
25. City of South Bay
26. Community Partners
27. Concept Homes Community Group
28. C.R.O.S Ministries - Caring Kitchen
29. Deerfield Housing Authority
30. Delray Beach Boys and Girls Club
31. Department of Juvenile Justice
32. El Sol Community Center
33. Equine Assisted Therapies
34. EWRTC
35. Families First of Palm Beach County
36. Farmworkers Coordinating Council
37. For the Children
38. Florence Fuller East/West
39. Florida Rural Legal Services, Inc.
40. Friends of Foster Children
41. GOPI
42. Guardian Ad Litem
43. Guatemalan-Maya Cent
44. Gulfstream Goodwill
45. Habitat for Children Ministries, Inc.
46. Habitat Humanity of South Palm Beach County
47. Habitat Humanity of Palm Beach County
48. Home Safe – Safety Net
49. In Good Company
50. Lake Worth West Resident Planning Group
51. Legacy Behavioral Health Center
52. Legal Aid Society
53. Let's Grow Well Together
54. Limestone Creek Community Group
55. Literacy Coalition
56. Milagro Center
57. New Hope Charities
58. New Hope Community Church
59. NOAH
60. One Love – One Community
61. Palm Beach County Department of Juvenile Justice
62. Palm Beach County Housing Authority
63. Palm Beach County Office of Community Revitalization
64. Palm Beach County School District
65. Palm Beach County Sheriff's Office Community Policing Units and PAL
66. Palm Beach County Victim Services
67. Palm Beach County Youth Services Department
68. Palm Beach School for Autism
69. Paul's Place
70. Parent Child Center
71. Pitts Enterprises, Inc.no
72. Revival Community Outreach Ministries
73. Royal Palm Estates
74. Ruth & Norman Rales Jewish Family Services
75. Seagull Assisted Independent Living (SAIL)
76. Shiloh SDA
77. Spirit of Giving Network
78. St. Phillip Benizi Catholic Church
79. The Lord's Place
80. Trinity United Methodist Church
81. Urban League of Palm Beach County
82. West Jupiter Community Group

December 7, 2016

**Houston L. Tate, Director**  
Office of Community Revitalization  
2300 N. Jog Rd., Suite 2E-49  
West Palm Beach, Florida 33411

Dear Mr. Tate,

As the President of the Board of Directors of Friends of Foster Children of Palm Beach County, Inc ("FFC") and pursuant to our by-laws, I authorize the C.E.O. of FFC, Brenda Oakes, to sign the contract with Palm Beach County for the Community Back to School Bash.

Sincerely,



Laurie J. Briggs  
Board President

## **Friends of Foster Children of Palm Beach County, Inc.**

### **Anti-Discrimination Policy**

Friends of Foster Children of Palm Beach County, Inc. agrees and warrants that all employees and participants in the program will be treated equally shall not be discriminated against on the basis of race, color, religion (creed), gender, gender expression, age, sex, age, familial status, national origin (ancestry), disability, marital status, sexual orientation, gender identity and expression, genetic information or military status, in any of its activities or operations.

These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

Friends of Foster Children of Palm Beach County, Inc. is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, religion (creed), gender, gender expression, age, sex, age, familial status, national origin (ancestry), disability, marital status, sexual orientation, gender identity and expression, genetic information or military status.

This policy is in effect immediately and will remain in effect until changed by the Friends of Foster Children of Palm Beach County, Inc.

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12/15

**Office of Community Revitalization**  
**"COMMUNITY BACK TO SCHOOL BASH: PUTTING KIDS FIRST"**

**RISK MANAGEMENT**  
**INSURANCE VERIFICATION FORM**

Please review the information below and indicate if the services listed require General Liability insurance or any other type of insurance, and provide any additional comments as applicable.

AGENCY: Friends of Foster Children of Palm Beach County, Inc.

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

This item entails contracting with Friends of Foster Children of Palm Beach County, Inc. for the purchase of backpacks and school supplies associated with the implementation of the "Community Back to School Bash: Putting Kids First Program". This program was established by the Board in 2006 to provide school supplies to underserved kids throughout Palm Beach County. Along with school supplies, children also receive free school physicals, immunizations, haircuts, and clothing to ensure that they are ready for the first day of school. Additionally, the Community Back to School event provides the families exposure to other community resources to help them on their road to self-sufficiency and improve their children's success in school. The Office of Community Revitalization has been partnering and leveraging funds with a collaborative comprised of several agencies to implement this annual event. The FFC is now the fiscal agent for the BASH, and will be in charge of purchasing all the supplies for the annual event.

County funds requested:                      \$ 100,000

**APPROVAL STATUS:**

Risk Management **agree/do not agree** to waive the "insurance requirement" for Friends of Foster Children

INSURANCE NEEDED:    YES                       NO

COMMENTS: The County agrees to accept General Liability only for the above agreement

Jean A. Heald  
SIGNATURE OF REVIEWER

PoC Manager  
TITLE OF REVIEWER

Jean A. Heald  
PRINT NAME

12-22-16  
DATE





# CERTIFICATE OF LIABILITY INSURANCE

FRIEN-1

OP ID: S2

DATE (MM/DD/YYYY)  
01/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pritchards & Associates, Inc. 1802 S Parrott Ave Okeechobee, FL 34974-6179 Lowell H Pritchard	<b>CONTACT NAME:</b> Lowell H Pritchard	
	<b>PHONE (A/C, No, Ext):</b> 863-763-7711	<b>FAX (A/C, No):</b> 863-763-5629
<b>E-MAIL ADDRESS:</b> mferrell@pritchardsinc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Market Insurance Company		<b>38970</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

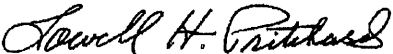
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	3602SS3894603	02/17/2016	02/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is listed as additional insured with regards to General Liability

<b>CERTIFICATE HOLDER</b>  PALM-03  Palm Beach County Board of Commissioners c/o Office of Community Revitalization 2300 N. Jog Rd. West Palm Beach, FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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