

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 4, 2017

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 the United Way of Palm Beach County, Inc., (United Way) for the period April 1, 2017 through September 30, 2017, in an amount not-to-exceed \$49,400, to develop and perform evaluative oversight of Achieve Palm Beach County's first year framework; and

B) Budget Transfer of \$49,400 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the Youth Services Administration program (Unit 1501) to fund the cost associated with this Contract.

Summary: In December 2015, the Board approved funding (R2015-1850) with other local partners, for the Collective Impact for Education Initiative in Palm Beach County, which resulted in development of a Strategic Plan to implement academic success and post-secondary education and career readiness. Achieve Palm Beach County (Achieve) is the resulting collective impact partnership of more than 40 education, government, nonprofit, business and philanthropic organizations, with more than 160 individuals. This Contract with Untied Way, acting as the fiscal agent, will aide in the evaluative part of the next steps, specifically in the next several months, which will setup the framework for Achieve's first year's activities. Countywide (HH)

Background and Justification: On December 15, 2015, the County approved a Contract with the Community Foundation of Palm Beach and Martin Counties, Inc. to contribute \$10,000, together with other local partners, working as the fiscal agent with consultant, Greenway Strategy Management, to develop the Strategic Plan. Achieve will serve as a community resource that facilitates and enhances the work of existing organizations within Palm Beach County. Achieve's initial focus will include: parent engagement and support; post-secondary advising for high school students; completion of the free application for federal student aid; scholarships, non-financial resources and support services for college students. Using the collective impact framework, the goal is to create an integrated system of support that allows every student the opportunity to be academically successful and post-secondary career ready.

Attachments:

1. Contract for Consulting/Professional Services
2. Budget Transfer

Recommended by:  3/6/17
Department Director Date

Approved by:  3/27/17
Assistant County Administrator Date

DRAFT
CONTRACT WITH UNITED WAY OF PALM BEACH
COUNTY, INC.

PLACEHOLDER

SIGNED CONTRACT TO BE DELIVERED NO LATER
THAN MARCH 24th

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2017, 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 United Way of Palm Beach County, Inc., a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the UNITED WAY, whose Federal I.D. is 59-0683258.

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

ARTICLE 1 - SERVICES

UNITED WAY'S responsibility under this Contract is to work with a consultant for evaluation of the initial framework steps of the collective impact partnership, Achieve Palm Beach County (Achieve) in implementing academic success and post-secondary education and career readiness, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Tammy K. Fields, Director, Palm Beach County Youth Services Department (telephone no. 561-242-5700).

The UNITED WAY'S representative/liaison during the performance of this Contract shall be Laurie George, Chief Executive Officer (telephone no. 561-375-6600).

ARTICLE 2 - SCHEDULE

The UNITED WAY shall commence services on April 2, 2017 and complete all services by September 30, 2017.

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

ARTICLE 3 - PAYMENTS TO UNITED WAY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of FORTY-NINE THOUSAND FOUR-HUNDRED DOLLARS (\$49,400), payable upon evidence of an executed agreement between the UNITED WAY and Greenway Strategy Group to evaluate the initial steps of infrastructure of Achieve.
- B. Invoices received from the UNITED WAY 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. Final Invoice: In order for both parties herein to close their books and records, the UNITED WAY will clearly state "final invoice" on the UNITED WAY'S final/last billing to the COUNTY. This shall constitute UNITED WAY'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 UNITED WAY.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

ARTICLE 6 - FEDERAL AND STATE TAX

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

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

ARTICLE 7 - 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 8 - INSURANCE

- A. UNITED WAY 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. UNITED WAY 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 UNITED WAY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNITED WAY under this Contract.
- B. **Commercial General Liability** UNITED WAY 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. UNITED WAY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** UNITED WAY 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 UNITED WAY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing UNITED WAY 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. UNITED WAY shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** UNITED WAY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. UNITED WAY shall provide this coverage on a primary basis.
- E. **Additional Insured** UNITED WAY 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." UNITED WAY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** UNITED WAY 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 UNITED WAY 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 UNITED WAY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, UNITED WAY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed 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.

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

During the term of this Contract, and prior to each subsequent renewal thereof, the UNITED WAY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the **Certificate Holder**:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- H. **Umbrella or Excess Liability** If necessary, UNITED WAY 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 9 - INDEMNIFICATION

UNITED WAY 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 UNITED WAY.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - 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 UNITED WAY.

ARTICLE 12 - CONFLICT OF INTEREST

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

The UNITED WAY 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 UNITED WAY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UNITED WAY 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 UNITED WAY. The COUNTY agrees to notify the UNITED WAY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNITED WAY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNITED WAY, the COUNTY shall so state in the notification and the UNITED WAY 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 UNITED WAY under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The UNITED WAY 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 UNITED WAY 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 UNITED WAY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNITED WAY'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 14 - ARREARS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNITED WAY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, copies of all documents and materials prepared by and for the COUNTY under this Contract. The Parties recognize that data system design, data sharing agreements, reports and other materials remain the property of UNITED WAY and may be used by all funders, including COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the UNITED WAY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

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

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 17 - CONTINGENT FEES

The UNITED WAY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNITED WAY 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 UNITED WAY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The UNITED WAY 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 UNITED WAY'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 UNITED WAY, 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 19 - NONDISCRIMINATION

The UNITED WAY 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.

UNITED WAY 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 UNITED WAY 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 UNITED WAY will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - AUTHORITY TO PRACTICE

The UNITED WAY 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 21 - 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 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the UNITED WAY certifies that it, its affiliates, suppliers, subcontractors and UNITED WAY'S 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 23 - 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 UNITED WAY of the COUNTY'S notification of a contemplated change, the UNITED WAY 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 UNITED WAY 'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the UNITED WAY 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 UNITED WAY and approved and executed on behalf of Palm Beach County.

ARTICLE 24 - 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 UNITED WAY, notices shall be addressed to:

United Way of Palm Beach County, Inc.
ATTN: Laurie George, Ph.D., President and CEO
477 S. Rosemary Avenue, #220
West Palm Beach, FL 33401

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UNITED WAY 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 23 – Modifications of Work.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

The UNITED WAY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. UNITED WAY 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 27 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the UNITED WAY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the UNITED WAY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The UNITED WAY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with

a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The UNITED WAY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the UNITED WAY does not transfer the records to the public agency.
- D. Upon completion of the Contract the UNITED WAY shall transfer, at no cost to the COUNTY, all public records in possession of the UNITED WAY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the UNITED WAY transfers all public records to the COUNTY upon completion of the Contract, the UNITED WAY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the UNITED WAY keeps and maintains public records upon completion of the Contract, the UNITED WAY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNITED WAY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the UNITED WAY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. UNITED WAY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE UNITED WAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNITED WAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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 UNITED WAY 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: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

WITNESS:

UNITED WAY:

Signature

United Way of Palm Beach County, Inc.,
Company Name

Name (type or print)

Signature

Laurie George, Ph.D.
Typed Name

President and Chief Executive Officer
Title

(corp. seal)

EXHIBIT A SCOPE OF WORK

In 2015, the County approved funding (R2015-1850) with other local partners, for the Collective Impact for Education Initiative in Palm Beach County, which resulted in development of a Strategic Plan (Plan), which has been incorporated into the Countywide Youth Master Plan to implement academic success and postsecondary education and career readiness. Achieve Palm Beach County (Achieve) is the resulting collective impact partnership of more than 40 education, government, nonprofit, business and philanthropic organizations, with more than 160 individuals.

Achieve's first goal is to address four Areas of Focus, as identified in the Plan: parent engagement and support; post-secondary advising for high school students; Free Application for Federal Student Aid completion; and scholarships, non-financial support services for college students.

The COUNTY'S funding under this Contract to United Way, acting as the fiscal agent, will be directed towards United Way's consultant, Greenway Strategy Group (GSG), for evaluation of Achieve's initial steps for infrastructure, including, governance, branding/communications, fundraising, backbone support and the launch event. GSG's work plan includes the following tasks: 1) review and refine Achieve outcomes and performance indicators; 2) develop implementation process and output indicators; 3) support identification of output and interim outcome indicators within identified Areas of Focus; 4) gather and analyze available baseline data; 5) develop methods for collecting data that are not currently reported; 6) develop Achieve progress (benchmark) report format; 7) assess implementation-success indicators (survey of participants, review of artifacts of each strategy and support team, focus groups, and interviews with key stakeholders; 8) develop presentation of findings; 9) present findings; and 10) prepare Year 1 Progress Report. Achieve's Data Support Team will be the steering committee for evaluation, assisting GSG on a regular basis.

Outcome measurement, implementation assessment, outputs and interim outcomes within each Area of Focus, reporting, and the role of the Data Support Team will each be covered by the GSG's evaluation methodology and approach.

A copy of all deliverables, including the Year 1 Progress Report will be submitted to the Youth Services Department, within 30 days of completion. GSG will use its experience and national networks to learn from evaluation and reporting practices of other collaborative partnerships targeted toward improving college access and completion, and will share relevant examples and experiences with Achieve.

2017-

BGEX 150 0302170000000001000

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

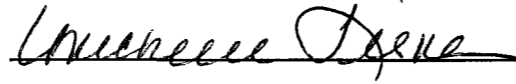
BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/01/2017	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	1,526,186	1,356,186	0	49,400	1,306,786	0	1,306,786
0001-154-1501-3140 Consultant Services	0	0	49,400		49,400	0	49,400
TOTALS			49,400	49,400			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 04/04/2017

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



Deputy Clerk to the
Board of County Commissioners