

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 Boys and Girls Clubs of Palm Beach County, Inc. (BGCPBC), for the period March 1, 2017 through September 30, 2017, in an amount not to exceed \$263,277 for the Career Bound Program to prepare youth and young adults for college and career readiness including summer employment opportunities; and

B) Budget Transfer of \$263,277 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the Boys and Girls Club program (Unit 2528) to fund the cost associated with this Contract.

Summary: The BGCPBC seeks to partner with Palm Beach County in 2017 to pilot the Career Bound Program. This funding will allow the BGCPBC to serve up to a total of 95 youth. In March 2017, BGCPBC launched the Career Bound Program at three Clubs – Belle Glade Teen Center, Florence De George and Marjorie S. Fisher Clubs in West Palm Beach. BGCPBC will invite 55 regularly attending teen members at these Clubs to participate in the Career Bound Program focusing on College Application Readiness, Financial Planning including FAFSA Preparation, and College Tours. In addition, up to 40 youth will be employed through the teen employability component over a period of ten weeks during the summer, allowing each participant to be employed as Junior staff for up to 40 hours per week with one day weekly assigned for training including job coaching and career exploration. Countywide (HH)

Background and Justification: The Boys and Girls Clubs of Palm Beach County, Inc. was founded in 1971 and is the largest facility-based youth development organization in Palm Beach County. The BGCPBC operates at 13 locations, most of which are strategically located within high poverty areas throughout the county. The Career Bound Program builds on the Job Start to Job Smart component of foundational education, career exploration and entry-level employment and will prepare the youth 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. This Program is a multi-pronged approach to help the selected and participating youth to: identify career goals, acquire skills and aptitudes to submit competitive applications to post-secondary, degree-granting institutions; acquire job-readiness skills; and obtain gainful employment and job coaching during the summer months. In addition, the County provided funding for employment last summer for 36 youth as youth counselors. Funding under this Contract will allow for further summer employment and more advanced programming and job coaching.

Attachments:

1. Contract
2. Budget Transfer

Recommended by:  3/10/17
Department Director Date

Approved by:  3/28/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$263,277				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$263,277				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X

Budget Account Exp No:
Fund 0001 Dept 154 Unit 2528 Obj 8201
Rev No:
Fund _____ Dept _____ Unit _____ Obj _____

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

The fiscal impact associated with this Contract shall be funded by existing 2017 ad valorem.

Departmental Fiscal Review: Urichesea Tessa
3/19

III. REVIEW COMMENTS

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

John A. ...
OFMB *3/21*

Dr. J. Jacobson *3/27/17*
Contract Development & Control

B. Legal Sufficiency:

Helene ...
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 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 Geeta Loach-Jacobson, Director, Outreach and Community Programming (telephone no. 561-242-5700).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Jaene Miranda, President (telephone no. 561-683-3287).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on March 1, 2017 and complete all services by September 30, 2017. The parties agree that the CONSULTANT shall be entitled to payment for services rendered beginning March 1, 2017, 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 TWO-HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$263,277). The CONSULTANT shall notify the COUNTY 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. The COUNTY'S Director of Youth Services Department may authorize adjustments within the program budget of up to 10% provided there is not an increase in the total amount.

- C. 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.
- D. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed THIRTY-NINE THOUSAND FIVE HUNDRED EIGHTY AND 97/100 DOLLARS (\$39,580.97), 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.
- E. 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

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 this Contract.

- A. **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.

- B. **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.
- C. **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.
- D. **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.
- E. **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 preloss 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.
- F. **Certificates of Insurance:** Prior to execution of this Contract, CONSULTANT 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
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 CONSULTANT 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

- G. **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.
- H. **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 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 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, judgment, 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, FL 33401

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

Boys and Girls Clubs of Palm Beach County, Inc.
Attn: Jaene Miranda
800 Northpoint Parkway, Suite 204

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, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

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.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida

Statutes, as it may be amended from time to time. The CONSULTANT 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 CONSULTANT 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 CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the Consultant 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 CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 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: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Helene C. Boyd
County Attorney

By: Tammy K. Fields
Director

WITNESS:

CONSULTANT:

K Sovinski
Signature

Boys and Girls Clubs of Palm Beach County, Inc.
Company Name

KIMBERLY SOVINSKI
Name (type or print)

Jaene Miranda
Signature

Jaene Miranda
Typed Name

President
Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK & SERVICE UNITS FY2017 COMMUNITY BASED AGENCIES CONTRACT

Agency Name: Boys and Girls Clubs of Palm Beach County

Program Name: Career Bound

Overview:

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 support the most, to realize their full potential as productive, responsible and caring citizens. BGCPBC will partner with Palm Beach County to pilot the Career Bound Program, comprising a multi-pronged approach to help youth members: identify career goals; acquire skills and aptitudes to submit competitive applications to post-secondary, degree-granting institutions; acquire job-readiness skills; and obtain gainful employment including job coaching during the summer months.

Observed Need/Risk Factor(s) that will be addressed: Youth and young adults lack knowledge of preparing for post-graduate (beyond high school) success including applying for post-secondary education, financial planning, career readiness, and employment opportunities.

Services:

BGCPBC will implement a multi-pronged approach to provide and expand services for a total of up to 95 youth club members.

Part 1:

BGCPBC will launch the Career Bound Program at three Club locations, Belle Glade Teen Center and the Florence De George and Marjorie S. Fisher Clubs in West Palm Beach. BGCPBC will invite 55 regularly attending members at these Clubs to participate in the program by focusing on College Application Readiness, Financial Planning including FAFSA Preparation, and College Tours. BGCPBC will provide the following services:

1. Hire and assign one full-time Career Bound Case Manager to administer and implement promising practices including Career Launch, Money Matters and Diploma's to Degree's curriculum to selected youth members.
2. Hire and assign two part-time Tutors to work directly with the Career Bound Case Manager and youth to develop and implement a personalized plan for academic remediation, course selection, ACT/SAT preparation, essay writing instruction, and provide coaching based on the career interests and current academic standing of each youth.
3. Conduct financial planning sessions with youth and their parents/guardians to foster an awareness of the financial advantages of a college credential, realities of college tuition, assistance with Free Application for Federal Student Aid (FAFSA), and scholarship options.

4. Coordinate and conduct college tours to post-secondary educational institutions. The tours will be coordinated through the schools' recruitment offices to ensure that youth participants receive a thorough introduction to each school's unique programs and financial requirements. BGCPBC alumni who are current students will participate to share the realities of college life with the youth. This component will motivate youth to pursue post-secondary education, as well as help them make informed decisions.
5. Evaluate through data collection and reporting to ensure service strategies are appropriate and effective.

Part 2:

In addition to the services outlined above in part 1, BGCPBC will provide summer employment opportunities for up to 40 youth through the summer camp program offered at various club locations. The employment component will cover a period of ten (10) weeks during the summer, allowing each participant to be employed as Junior staff for up to forty (40) hours per week, with one day weekly assigned for training including job coaching and career exploration. BGCPBC will provide the following services:

1. Encourage all Career Bound participants ages 16 and older to apply for a Junior Staff position. These positions will ensure continued college preparation during the summer months as part of the mandatory weekly educational training. Additionally, BGCPBC alumni (ages 22 or less) that have worked during the previous summer or two, including college students returning home during the summer months, will be eligible to apply for Junior Staff positions.
2. Provide employment that ranges from 10 – 40 hours each week and include one day (six hours) of paid educational training. Youth that have been engaged in part 1 of the Career Bound Program will be required to meet weekly as a group with the Career Bound Manager and Tutors to continue in depth training, tutoring, coaching, college and career planning. New and/or returning youth (and young adults) will undergo training that is scaled according to their experience and knowledge base under the direction of the Teen Employability Director and Manager.
3. Conduct Level II Criminal Background screening and drug testing for up to 40 youth.
4. Hire and assign up to 40 youth as Junior staff at BGCPBC summer camp sites.
5. Deliver employment skills training for up to 40 youth.
6. Provide employment supervision throughout the summer period for up to 40 youth.
7. BGCPBC alumni who have been employed as Junior staff during previous summers, will be offered full-time positions and be asked to serve as mentors for first-time Junior staff. These Alumni members will be eligible for a \$1/hour raise (\$10 per hour). All new Junior Staff will earn \$9 per hour.
8. BGCPBC Teen Development staff will provide ongoing coaching and mentoring for Junior Staff, and employment assessment that includes a performance evaluation and recommended next steps for continued career explorations.
9. Conduct a culminating event for youth to share lessons learned with each other and celebrate overall accomplishments.

Outcomes:

The following outcomes will be tracked:

- # and % of program participants served that demonstrated increased knowledge of college readiness;
- # and % of program participants served that demonstrated an increased knowledge of local post-secondary application process and educational institutions;
- # and % of program participants served that demonstrated an improvement in confidence and experience with standardized testing procedures;
- # and % of parents and/or guardians (of program participants served) that demonstrated increased knowledge on the cost of college and how to apply for financial assistance;
- # and % of program participants served that demonstrated increased self-esteem;
- # and % of program participants served that gain entry-level employment in areas of potential career interest and increased their employability and work readiness skills;

Final Reports Submission:

BGCPBC will provide final data report/spreadsheet for all program participants funded in this contract. The spreadsheet report will contain the following information:

- Youth Identifier #
- Listing of employment locations, and employment start and end dates for up to 40 youth.
- Completed Logic Model including actual results.
- Outcomes, Outcome Indicators, Results Data identified on the attached **exhibit C (Logic Model)**

Annual Reports Submission:

- Demographic information available as shown on the attached **exhibit D**

Clients Served Through CBA:

95 participants (maximum)

EXHIBIT B

Boys and Girls Clubs of Palm Beach County, Inc.
Career Bound Program Budget FY 2017

TASK	DELIVERABLES REQUIRED	TIMELINE	PAYMENT	TOTAL
PERSONNEL				
Teen Development Director	Payroll documentation	monthly or due by September 30th	\$47,476 X 58% (30 wks of 52 wks) X 50% of time	\$13,768.04
Career Bound Case Manager	Payroll documentation	monthly or due by September 30th	\$38,563 X 58% (30 wks of 52)	\$22,366.54
2 Career Bound Tutors (up to 2 staff)	Payroll documentation	monthly or due by September 30th	\$26/hr X 20 hrs/wk X 30 wks	\$31,200.00
Subtotal				\$67,334.58
<i>Taxes and Benefits</i>				
FICA 7.65%	Payroll documentation	monthly or due by September 30th		\$5,151.10
Unemployment 1.46%	Payroll documentation	monthly or due by September 30th		\$983.08
Workers comp 5%	Payroll documentation	monthly or due by September 30th		\$3,366.73
401K 3% for Teen Development Director	Payroll documentation	monthly or due by September 30th		\$413.04
Health (up to 2 staff)	Payroll documentation	monthly or due by September 30th	1 @ \$402 X 7 mths X 50% of time 1 @ \$402 X 7 months	\$4,221.00
Subtotal				\$14,134.95
SUMMER - JUNIOR STAFF				
Provide supervised employment to up to 40 youth	Payroll documentation	monthly or due by September 30th	40 youth @ 10-40 hrs/wk @ \$9 - \$10/hr	\$115,000.00
Subtotal				\$115,000.00
<i>Taxes and Benefits</i>				
FICA 7.65%	Payroll documentation	monthly or due by September 30th		\$8,797.50
Unemployment 1.46%	Payroll documentation	monthly or due by September 30th		\$1,679.00
Workers comp 5%	Payroll documentation	monthly or due by September 30th		\$5,750.00
Subtotal				\$16,226.50
Subtotal All Personnel				\$212,696.03
PROGRAM EXPENSES				
Conduct Level II Background Screening, inclusive of drug testing for up to 3 new staff	Level II Background screening invoice	due by September 30th	\$120/staff	\$360.00
Provide textbooks, SAT materials, educational supplies, etc.	Paid receipts as applicable	due by September 30th		\$2,500.00
Provide fee scholarships (SAT fees, college apps) for up to 20 youth	Paid receipts as applicable	due by September 30th	\$200/youth	\$4,000.00
Provide technology: equipment, software, online subscriptions	Paid receipts as applicable	due by September 30th		\$11,500.00
College tour	Paid receipts as applicable	due by September 30th		\$5,500.00
Provide incentives, recognition, t-shirts, etc.	Paid receipts as applicable	due by September 30th		\$2,500.00
Mileage local (staff traveling to 3 different sites)	Copies of mileage tracking form, map route, proof of payment and memo stating reason for trip, as applicable	due by September 30th	\$0.535/mile	\$1,500.00
Misc. expenses: printing, special events, etc.	Paid receipts as applicable	due by September 30th		\$1,500.97
Subtotal				\$29,360.97
PROGRAM EXPENSES (summer staff)				
Recruit and conduct Level II Background screening, inclusive of drug testing for up to 40 youth	Level II Background screening invoice	due by September 30th	\$120/ youth	\$4,800.00
Conduct Culminating Event for up to 40 youth and for up to 8 staff	List of 40 youth with employment locations, and employment start and end dates Final Program evaluation including feedback from 40 youth Out of pocket expense receipt	due by September 30th	\$15/ person	\$720.00
Provide lunch on training days for up to 40 youth and for up to 2 staff for up to 10 weeks	Paid receipts as applicable	weekly or due by September 30th	\$5/ person	\$2,100.00
Provide transportation to program youth	Copies of mileage tracking form, map route, proof of payment and memo stating reason for trip, as applicable	due by September 30th		\$2,600.00
Provide Teen Employability Training up to 40 youth for 10 training sessions	Sign in Sheets Completion Certificate(s) provided at final invoice	due by September 30th	10 sessions x \$1,100/ea	\$11,000.00
Subtotal				\$21,220.00
TOTAL				\$263,277.00

EXHIBIT C

Boys & Girls Clubs of Palm Beach County: Career Bound Program 2017							
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
New full-time Career Bound Manager is needed to staff new program, including hiring Tutors.	Boys and Girls Clubs of Palm Beach County (BGCBPC) VP Resource Development & Programs and Youth Employability Director will hire Career Bound Manager and tutors.	Career Bound Program is adequately staffed by March 31, 2017.	Career Bound Manager and 2 Tutors are hired.		Hiring Documents	Personnel records	At time of hiring
Youth lack readiness to apply for and be accepted to college.	A personalized application plan will guide academic remediation (tutoring needs) and course selection plan.	Youth will increase knowledge of college readiness and be better prepared for college entry by September 30, 2017.	47 of 55 youth or 85% will be on track to graduate high school and be prepared for college entry.		Pre and Post Survey Tool, Report Cards, Progress Reports, FSA scores, and interview results.	Director of Teen Development (DTD) or designee will obtain members academic records and work with school district to determine placement of student along performance continuum.	After completion of pre and post surveys. Every 9-weeks during school year for academic performance.
Youth lack knowledge of local post-secondary application process and educational institutions.	Youth will participate in instruction on college application requirements and process, including standardized exams, written essays, references, and financial planning. Teens will participate in college tours.	Youth will increase knowledge of local post-secondary application process and educational institutions by September 30, 2017.	44 of 55 youth or 80% will increase their knowledge of the college application requirements and process.		Pre and Post Survey Tool.	DTD/designee will score and analyze survey results.	After completion of pre and post surveys
Youth lack experience with standardized testing.	Youth will complete PSAT, SAT and ACT preparation and practice testing and will be trained on testing strategies.	Youth will gain confidence and experience with standardized testing procedures by September 30, 2017.	50 of 55 youth or 91% will undergo PSAT, SAT and/or ACT testing		Staff scoring of essays, online scoring of practice applications, actual ACT/PSAT/SAT scores.	DTD/ designee will record practice test activity	Quarterly
Families lack knowledge of costs of college or how to apply for financial assistance.	Parents and/or guardians of participating youth will participate in college financing preparation course offered through the program. Parents will complete sample or actual FAFSA.	Parents and/or guardians will gain knowledge of the cost of college and how to apply for financial assistance by September 30, 2017.	20 of 27 parents/guardians or 75% will increase their knowledge of college saving/financing strategies.		Instructor rubric, completed FAFSA and scholarship applications.	DTD/designee will verify the participation of family members of each teen.	Quarterly
Youth lack personal guidance and mentoring.	Youth will be assigned a mentor to guide them in all aspects of the Career Bound Program	Youth will receive personal guidance/mentoring and will increase self-esteem, self-discipline and belief in their ability to pursue college/career goals by September 30, 2017.	41 of 55 youth or 75% will increase self-esteem and belief in their ability to achieve their goals		Pre and Post Survey Tool.	DTD/designee will score and analyze survey results.	Quarterly
Youth lack structured, entry-level employment in areas of potential career interest that will increase their employability and work readiness skills.	Youth, ages 16-18, and BGCPBC alumni returning from college (ages 22 or younger), will be eligible to apply for summer employment at the Boys & Girls Clubs.	Youth will gain entry-level employment in areas of potential career interest and will increase their employability and work readiness skills by September 30, 2017.	34 of 40 youth or 85% of youth hired will increase their employability and work readiness skills.		Career Interest Inventory, Job Application and Pre/Post Survey Tool.	DTD/designee store results in secure database.	After completion of career interest inventory, job application, and pre/post survey tools.
* References to "college" include 2-4 year post-secondary, degree granting programs.							

Mission: The mission of the Boys & Girls Clubs of Palm Beach County is to inspire and assist all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens.

2017-0660

BGEX 150 0223170000000000979

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 02/23/2017	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	1,526,186	1,356,186	0	263,277	1,092,909	0	1,092,909
0001-154-2528-8201 Contributions Non-Govtl Agency	0	0	263,277	0	263,277	0	263,277
TOTALS			263,277	263,277			

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

Lucretia Dixon
J. H. H. 3/22/17

Deputy Clerk to the
Board of County Commissioners