

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

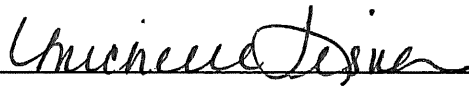

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$79,930				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$79,930				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Budget Account Exp No:
Fund 0001 Dept 154 Unit 2530 Obj 3401
Rev No:
Fund _____ Dept _____ Unit _____ Obj _____

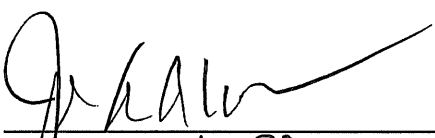
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact associated with this contract shall be funded by existing 2017 ad valorem, which will be transferred from the new evidence-based/promising programming unit (Unit 1451).

Departmental Fiscal Review:  

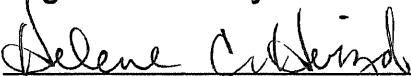
III. REVIEW COMMENTS

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


OFMB ET 4/12 EB 4/13


Contract Development & Control 4/12/17

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF 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 The Urban League 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 59-1533710.

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 fostering quality in out-of-school time programs targeting middle and high school youth, as more specifically set forth in the Scope of Work detailed in **Exhibits A and B**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5700).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Patrick Franklin, President/CEO (telephone no. 561-833-1461).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on May 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 **Exhibits A and C**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- 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 SEVENTY-NINE THOUSAND NINE HUNDRED THIRTY DOLLARS (79,930.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit C**, for services rendered toward the completion of each of the Scopes of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. 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, and shall be received by COUNTY no later than October 15, 2017. 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 **Exhibits A and B**, 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(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- 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 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:

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

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

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

The Urban League of Palm Beach County, Inc.
Attn: Patrick Franklin, President/CEO
1700 N. Australian Avenue
West Palm Beach, Florida 33407

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform

hereunder, have not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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

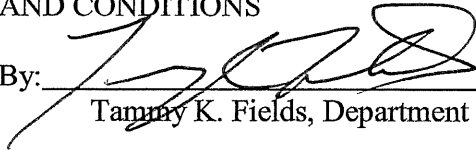
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

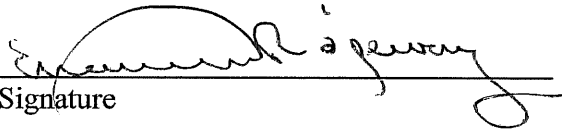
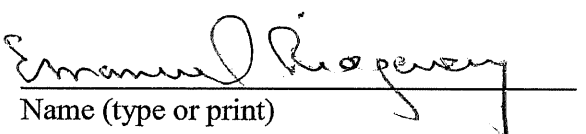
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Tammy K. Fields, Department Director

WITNESS:

CONSULTANT:


Signature

Name (type or print)

The Urban League of Palm Beach County, Inc.
Company Name

Signature
Patrick J. FRANKLIN
Typed Name
PRESIDENT & CEO
Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK & SERVICES UNIT

Agency Name: The Urban League of Palm Beach County, Inc.

Program Name: Mentoring Program – Black Boy to Black Man

Overview:

The mission of the Urban League of Palm Beach County (ULPBC) is to promote social and economic equality. ULPBC works collaboratively with other entities to improve life outcomes for boys and young men of color through internal agency policy review, education and employment opportunities. ULPBC will launch the proposed Mentoring Programs in order to strengthen their resiliency through impactful mentoring, improve their behavior, and foster the acquisition of entrepreneurial and leadership skills.

Observed Need/Risk Factor (s) that will be addressed:

According to the Relative Rate Index (RRI) for arrest of black youth in Palm Beach County, black youth represent 25.5% of the County's youth population, 57.3% of youth arrested, 47.5% of youth diverted, 60.4% of youth disposed to probation, 66.2% of youth committed, 56.9% of youth transferred to adult court, and 65.9% of youth securely detained. The aforementioned statistics indicate a need for youth and young adults to be supported by structured mentoring programs that prevent involvement in the Juvenile Justice System, build self-esteem and foster the acquisition of leadership and entrepreneurial skills.

Services:

ULPBC will implement the following approach to provide services to a total of 36 youth:

From Black Boy to Black Man, a structured group mentoring program, will provide mentoring services to 36 at-risk boys and young men of color based on an original curriculum written especially for boys 14 – 18 years old.

There are six specially selected topics and each topic is presented in two 4 hour sessions for a total of 24 hours of education. The interactivity of the training promotes involvement and cooperative work. The following topics will be discussed:

1. Building Self-esteem & Self-respect
2. A Flight through African & African-American History and Culture
3. How to be successful in school: Is this an education I can use?
4. Critical thinking skills (How to think and act in my best interests)
5. Examining the impact of today's television, music, movie and other media
6. Defining who you are (Identifying gifts, talents and purpose)

ULPBC will provide the following services

- Conduct registration for up to 36 youth.
- Conduct orientation sessions for youth and parents, guardians, or sponsors.
- Administer the Children in Need of Services/Families in Need of Services (CINS/FINS) risk assessment for each youth enrolled in the program.
- Provide 24 hours of *Black Boy to Black Man* curriculum instruction for up to 36 youth.
- Administer Pre/Post-tests approved by the Youth Services Department that reflects the outcomes on a logic model for each enrolled youth.
- Provide technical assistance and coordination for volunteers who are working directly with the youth in mentoring capacity.
- Provide Entrepreneurship Training to teach youth about the components of writing a business plan and provide the opportunity to "pitch" their idea to a group of community stakeholders.

- Provide Leadership Skills Training to introduce youth to the concept of effective leadership.
- Provide stipends incentives to youth that accomplished completion of training modules.
- Graduation and Follow-up: A graduation ceremony will be held to honor the youth's accomplishment. Youth will receive a certificate of completion. After graduation, contact will be maintained with the graduates and their parents. Each graduate will be paired with a properly vetted and trained adult male volunteer to serve as a mentor for a minimum of one year.

Outcomes:

The following outcomes will be tracked:

- # and % of participants that demonstrate increased knowledge on ways to avoid situations that lead to criminal behavior.
- # and % of participants that demonstrate increased knowledge about the components of a business plan.
- # and % of participants that demonstrate increased knowledge on various leadership styles, types and theories.
- # and % of participants that increased their entrepreneurial skills.

Final Reports Submission:

ULPBC will submit final data reports/spreadsheets by October 15, 2017, for all program participants funded in this contract. The final reports will contain the following information:

- Tracking Logs documenting registration
- Agenda and Sign-in Sheet for each training session
- CINS/FINS risks assessments summary reports
- Graduation Certificates as evidence of successful completion
- Completed Logic Model, included with this exhibit, including actual results
- Submit reimbursement requests at completion of each graduation cycle, but all invoices must be submitted no later than October 15, 2017.

Annual Reports Submission:

Demographic information available as shown on **Exhibit D**, for this program.

Clients Served Through CBA:

36 participants (maximum)

Program:	Group Mentoring Program	Column1	X Family	Agency	Community	Column2	Column3
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
Individuals lack programs that prevent involvement in the Juvenile Justice system	Individuals will receive training on critical thinking, maintaining healthy relationships and making healthy choices by September 30, 2017.	Individuals will increase knowledge on ways to avoid situations that lead to criminal behavior.	27 of 36 or 75% of participants will increase their knowledge on ways to avoid situations that lead to criminal behavior by September 30, 2017.		Pre and Post test will be used as a measurement tool.	Case Record. Case Manager/designee will store pre and post test in participant case file.	Pre test will be given at the beginning of each module. The same test will be given at the end of each module. The case manager will generate a report at the conclusion.
Individuals lack knowledge about how to start a business	Individuals will receive entrepreneurial training by September 30, 2017.	Individuals will increase knowledge about the components of writing a business plan.	27 of 36 or 75% of participants will show an increase of knowledge about the components of a business plan by September 30, 2017.		Pre and Post test will be used as a measurement tool.	Case Record. Case Manager/designee will store pre and post test in participant case file.	Pre test will be given at the beginning of each module. The same test will be given at the end of each module. The case manager will generate a report at the conclusion.
Individuals lack leadership skills	Individuals will receive leadership training by September 30, 2017.	Individuals will increase knowledge on various leadership styles, types and theories.	27 of 36 or 75% of participants will increase their knowledge on various leadership styles, types and theories by September 30, 2017.		Pre and Post test on various leadership styles, types and theories will be used as a measurement tool.	Case Record. Case Manager/designee will store pre and post test in participant case file.	Pre test will be given at the beginning of each module. The same test will be given at the end of each module. The case manager will generate a report at the conclusion.
Mission Statement :	The Urban League of PBC's mission is to promote social and economic equality. The My Brother's Keeper Network is a coalition of public and private entities that work together to improve life outcomes for boys and young men of color through internal agency policy review, education and employment opportunities.						

EXHIBIT B
SCOPE OF WORK & SERVICES UNIT

Agency Name: The Urban League of Palm Beach County, Inc.

Program Name: Mentoring Program – Mentor Clearinghouse

Overview:

The mission of the Urban League of Palm Beach County (ULPBC) is to promote social and economic equality. ULPBC works collaboratively with other entities to improve life outcomes for boys and young men of color through internal agency policy review, education and employment opportunities. ULPBC will launch the proposed Mentoring Programs in order to strengthen their resiliency through impactful mentoring, improve their behavior, and foster the acquisition of entrepreneurial and leadership skills.

Observed Need/Risk Factor (s) that will be addressed:

According to the Relative Rate Index (RRI) for arrest of black youth in Palm Beach County, black youth represent 25.5% of the County's youth population, 57.3% of youth arrested, 47.5% of youth diverted, 60.4% of youth disposed to probation, 66.2% of youth committed, 56.9% of youth transferred to adult court, and 65.9% of youth securely detained. The aforementioned statistics indicate a need for youth and young adults to be supported by structured mentoring programs that prevent involvement in the Juvenile Justice System, build self-esteem and foster the acquisition of leadership and entrepreneurial skills.

Services:

ULPBC will implement the following approach to provide services to a total of 25 youth:

The *Mentor Clearinghouse* is designed to provide foundational services that result in connecting up to 25 youth to mentors in accordance with MENTOR, The National Mentoring Partnership's Elements of Effective Practice for Mentoring.

Mentor Clearinghouse Services

The need for high quality and impactful mentoring continues to be a priority for youth development and successful transition to adulthood. MENTOR's elements of effective practice are grounded in research-informed and practitioner approved best practices for creating and sustaining impactful mentoring relationships and strong program services. These Standards cover the aspects of mentoring programs that directly support mentoring relationships from recruitment to closure. The elements are primarily built around the following six core standards of practice:

- 1) Recruitment
- 2) Screening
- 3) Training
- 4) Matching and Initiation
- 5) Monitoring and Support
- 6) Closure

ULPBC will target 25 youth engaged in the Juvenile Justice system locally to connect them with mentors that have been screened and trained. The mentors will work closely with the youth to develop an action plan to complete their mandated court sanctions in a timely manner.

ULPBC will utilize the **Program Planning and Management** section detailed in the fourth edition of MENTOR's, Elements of Effective Practice for Mentoring that offers recommendations for designing and strengthening youth mentoring services while providing high-quality program oversight and leadership.

ULPBC will provide the following services:

- Conduct registration for up to 25 youth.
- Conduct orientation sessions for youth and parents, guardians, or sponsors.
- Administer the *Children in Need of Services/Families in Need of Services* (CINS/FINS) risk assessment for each youth enrolled in the program.
- Conduct recruitment, screening, training, matching/initiation, and
- monitoring/support for up to 25 mentors.
- Collaborate with United Way to participate in the Palm Beach County Mentor Center Network.

Outcomes:

The following outcomes will be tracked:

- # and % of participants that demonstrate increased knowledge on ways to avoid situations that lead to criminal behavior.
- # and % of participants who demonstrate increased knowledge about mentorship.
- # and % of participants connected to mentorship.

Final Reports Submission:

ULPBC will submit final data reports/spreadsheets by October 15, 2017, for all program participants funded in this contract. The final reports will contain the following information:

- Tracking Logs documenting registration
- Agenda and Sign-in Sheet for each training session
- CINS/FINS risks assessments summary reports
- Tracking Logs for mentor/mentee’s match
- Completed Logic Model, included with this exhibit, including actual results.

Annual Reports Submission:

Demographic information available as shown on **Exhibit D**, for this program

Clients Served Through CBA:

25 participants (maximum)

Program:	Group Mentoring Program	Column1	X Family	Agency	Community	Column2	Column3
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
Individuals lack connectivity to Mentorship	Individuals will be assigned a Mentor by September 30, 2017.	Individuals will be connected to mentorship.	25 of 25 or 100% of participants will be connected to mentorship by September 30, 2017.		Match Tracking Log	Case Record. Case Manager/designee will store results in participant case file.	Monthly case notes documenting lack of mentorship and subsequent connectivity to mentorship.
Individuals lack understanding and training regarding mentorship.	Individuals will receive mentorship training by September 30, 2017.	Individuals will increase their knowledge and connectivity to mentorship.	25 of 25 or 100% of participants will be trained and connected to mentorship by September 30, 2017.		Pre and Post test will be used as a measurement tool.	Case Record. Case Manager/designee will store pre and post assessment results in participant case file.	Pre test will be given prior to training and matching. The same test will be given at the conclusion of training.
Mission Statement :	The Urban League of PBC's mission is to promote social and economic equality.						

EXHIBIT C
SCHEDULE OF PAYMENTS

The Scopes of Work to be completed by CONSULTANT as defined in **Exhibits A and B** consists of submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Program: Mentoring Program: Black Boy to Black Man

PROGRAM	DELIVERABLES	# OF PARTICIPANTS	UNIT COST	TOTAL COST
From Black Boy to Black Man Mentoring Program in accordance with Exhibit A: Scope of Work.	a) Agenda for each training session. b) Sign-in sheet for each training session. c) Graduation certificates provided with final invoice.	36	\$ 1,525.83	\$ 54,930.00

Program: Mentoring Program: Mentor Clearinghouse

Program	Invoice Dates	Deliverables	Amount
Mentor Clearinghouse in accordance with Exhibit B: Scope of Work	May 31, 2017	•Monthly tracking log • Monthly Mentor/Mentee Matching Log	\$5,000
	June 30, 2017		\$5,000
	July 31, 2017		\$5,000
	August 31, 2017		\$5,000
	September 30, 2017		\$5,000
		Total Not-to-Exceed Amount:	\$25,000

"Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables. "Deliverables" shall be received and approved by the County's representative to verify they have been received in conformity with the agreement

Agency: _____

EXHIBIT D

Youth															Household									
Last Name	First Name	Sex	Gender	Age	Ethnicity	Race	Education Level	Health Insurance	Disabled?	Current Education Status	School ID #	Last 4s Home St#	Family Type	Family Size	Source of Family Income	Employment	Family Income	Housing	Main Language Spoken at Home	Parents' Highest Ed Level	Food Stamps?	Free/Reduced Lunch?		
Yang	John	M	M	7	Non Hispanic	Asian	K-5	Medicaid	No	Student Full Time	225455	2254	Two Parent HH	3	Employment Only	Full Time	\$30-39,999	Rent	Chinese-Mandarin	9 to 12	No	No		
Smith	Sandy	M	M	12	Non Hispanic	White	6 to 8	Private	Yes	Student Full Time	054286	0542	Single Parent HH	2	Employment- Other Source	Part Time	0-11,999	Rent	English	Vocational Degree	Yes	Yes		
Del Pueblo	Juanita	F	F	8	Hispanic	Black	5 to 9	ACA	No	Student Full Time	050323	0503	Single Parent HH	4	TANF	NA	0-11,999	Homeless	Spanish	6 to 8	Yes	Yes		
Baptiste	Geraldine	F	F	15	Non Hispanic	Hispanic	9 to 12	None	No	Student Full Time	050223	0502	Two Parent HH	3	Social Security	NA	20-29,999	Own	Creole	Scholar's Degree	No	No		

SAMPLE DATA

2017-0694

BGEX 150 04101700000000001158

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/10/17	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	1,526,186	1,043,509	0	79,930	963,579	0	963,579
0001-154-2530-3401 Other Contractual Services	0	0	79,930	0	79,930	0	79,930
TOTALS			79,930	79,930			

Signatures & Dates

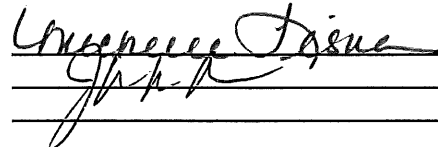
BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF 05/02/2017

YOUTH SERVICES DEPARTMENT

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted


4/13/17

Deputy Clerk to the
Board of County Commissioners