

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 2, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department  
Submitted By: Youth Services Department  
Submitted For: Outreach and Community Programming Division

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I. EXECUTIVE BRIEF

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

A) Contract for Provision of Services with Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc. (Contract) for the period May 2, 2017 through September 30, 2017, in an amount not to exceed \$42,267 for the School to Work Program; and

B) Budget Transfer of \$42,267 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to the Big Brothers Big Sisters program (Unit 1501) to fund the cost associated with this Contract.


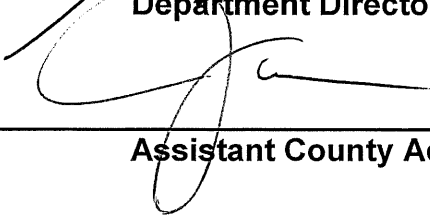
**Summary:** Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc. (Big Brothers) will implement its' School to Work Program (Program) for up to 20 youth. The Program is a unique mentoring program where Big Brothers' Enrollment and Match Specialist will coordinate: college readiness training, employment training; and business internships for at-risk youth from high schools with low graduation rates such as Palm Beach Lakes, Riviera Beach Prep, Turning Points Academy and Lake Worth. Each youth participant will be matched with a business mentor, participate in 12 sessions of post-secondary education and career readiness training, and be placed in a summer job internship while earning a stipend. Each youth will be celebrated at a culminating event and present their portfolio of accomplishments. Countywide (HH)

**Background and Justification:** The Big Brothers' organization provides caring mentors to help children "change their lives for the better, forever". According to the Palm Beach County Youth Master Plan Leadership Survey (2016, Appendix 3), youth up to age 22 stated "Few opportunities for employment, difficulty in filling out a job application and felt there was no opportunity to get job skills or training" in Palm Beach County. Career readiness, trade programs, and mentors/coaches are listed as high priority needs by Birth to 22. The Program will allow the participants to explore diverse fields within Palm Beach County.

**Attachments:**

- 1. Contract
- 2. Budget Transfer

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Recommended by:		4-11-17
	Department Director	Date
Approved by:		4/26/17
	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	\$42,267				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$42,267				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?    Yes        No      x  

Budget Account    Exp No:  
Fund          0001      Dept      154      Unit      1501      Obj      3401    
Rev No:  
Fund        \_\_\_\_\_    Dept    \_\_\_\_\_    Unit    \_\_\_\_\_    Obj    \_\_\_\_\_

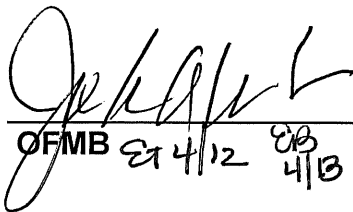
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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: Michelle Isena 

III. REVIEW COMMENTS

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

 4/13/17  
OFMB 214/12 EB  
4/13

 4/12/17  
Contract Development & Control

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 \_\_\_\_\_, 2016, 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 Big Brothers Big Sisters of Palm Beach and Martin Counties, 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 59-2676889.

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 its School to Work Program targeting high school youth transitioning to their senior year, 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 of Outreach & Community Programming (telephone no. 561-242-5700).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be William P. Bee Jr., President/CEO (telephone no. 561-727-3450).

### **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 **Exhibit A**.

### **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 FORTY-TWO THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS (\$42,267). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered and

required deliverables received 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 **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 - INTENTIONALLY DELETED**

## **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 [pbc@instracking.com](mailto:pbc@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:

Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc.  
Attn: William P. Bee, Jr., President/CEO  
1700 Kirk Road  
West Palm Beach, Florida 33406

## **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 - INTENTIONALLY DELETED**

## **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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

{Remainder of page intentionally left blank}

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  
Tammy K. Fields, Department Director

WITNESS:

CONSULTANT:

[Signature]  
Signature  
Yanira Pena Santiago  
Name (type or print)

Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc.  
Company Name  
[Signature]  
Signature  
William P. Bee Jr.  
Typed Name  
President/CEO  
Title

 YANIRA J. PENA SANTIAGO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF124360  
Expires 5/19/2018

(corp. seal)

## **EXHIBIT A**

### **SCOPE OF WORK & SERVICE UNITS** **FY2017 COMMUNITY BASED AGENCIES CONTRACT**

**Agency Name:** Big Brothers Big Sisters of Palm Beach and Martin Counties

**Program Name:** School to Work

#### **Overview:**

Big Brothers Big Sisters of Palm Beach and Martin Counties is a nonprofit youth development organization that provides caring mentors to help children change their lives for the better, forever. Through positive mentoring relationships, at risk children learn to see themselves as their mentors see them: as valuable and capable individuals who, despite environmental limitations, can set goals for themselves and experience social, academic, and personal success in their everyday lives. Big Brothers Big Sisters is proposing a summer pilot program focused on preparation for college or post-secondary school; acquiring job readiness skills; and workplace internships with caring adults working in diverse fields within the community.

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

According to the Palm Beach County Youth Master Plan Leadership Survey (2016, Appendix 3), youth ages 10-22 stated they had “Few opportunities for employment, difficulty in filling out a job application and felt there was no opportunity to get job skills or training” in Palm Beach County. Career readiness, trade programs, and mentors/coaches are listed as high priority needs by Birth to 22. Also, although young adults enroll in postsecondary school many dropouts tend to drop out by their second year. Those difficulties can lead youth to be unemployed and not in school.

#### **Services:**

Big Brothers Big Sisters will partner with Palm Beach County Youth Services to implement a unique mentoring program combining college readiness training, employment training, and business internships. The target population is high school youth transitioning to their senior year who are at risk for academic disengagement, idleness, and/or other potential barriers for future success. The program will operate from May 2, 2017 through September 30, 2017.

Big Brothers Big Sisters will launch the School to Work program inviting 20 at-risk youth from high schools with low graduation rates (Palm Beach Lakes, Riviera Beach Prep, Turning Points Academy, and Lake Worth High School) to participate in the program. Students can apply themselves or will be nominated by school personnel. Big Brothers Big Sisters will provide the following services:

1. Hire and assign one full-time Enrollment and Match Specialist to implement best mentoring practices and research-based curriculum to selected youth.
2. Coordinate with schools and parents to receive applications and referrals.



3. Conduct youth and volunteer interview assessments.
4. Recruit and schedule business partners as guest speakers and mentors.
5. Provide 12 sessions of postsecondary education and career readiness training to 20 students.
6. Provide youth access to new tablets, calculators, drafting supplies, and other materials that support new skills acquisition.
7. Provide summer internship opportunities for up to 20 youth, allowing each participant to receive workplace experience in diverse fields.
8. Provide employment supervision throughout the summer period for up to 20 youth.
9. Coordinate a team-building trip for up to 20 students at a "ROPES course" composed of group initiative games, trust events, low-course events, and high-course events
10. Evaluate through data collection and reporting to ensure service strategies are appropriate and effective.
11. Disburse stipends to youth based on attendance and program completion.
12. Conduct a culminating event for youth to practice public speaking and present their portfolio of accomplishments for a chance to win donated gift cards as an incentive.
13. Collaborate with United Way to participate in the Palm Beach County Mentor Center Network.

**Outcomes:**

The following outcomes will be tracked:

- # and % of program participants connected to a business mentor;
- # and % of program participants served that demonstrated increased knowledge of college readiness;
- # and % of program participants served that demonstrated increased socio-emotional competence;
- # and % of program participants served that increased their employability and work readiness skills.

**Final Reports Submission:**

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

- Youth identifier #
- All items indicated under "Deliverables" on **Exhibit B**
- Completed Logic Model including actual results (**Exhibit C**)
- Demographic information (**Exhibit D**)

**Clients Served Through CBA:**

20 participants (maximum)

**EXHIBIT B**  
**SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by Big Brothers Big Sisters of Palm Beach and Martin Counties as defined in Exhibit A 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	DELIVERABLES	# OF PARTICIPANTS	MONTHLY COST	TOTAL COST
School to Work in accordance with Exhibit A: Scope of Work.	a) Monthly tracking log. b) Attendance records for each session with dates and times. 3) Stipends disbursement records. 4) Graduation certificates with final invoice.	20	\$ 8,453.00	\$ 42,267.00

\* "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.

## EXHIBIT C - LOGIC MODEL

## Big Brothers Big Sisters of Palm Beach and Martin Counties - School to Work Program

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 Enrollment and Match Specialist is needed to carry out School to Work Program activities.	Big Brothers Big Sisters COO and Program Manager will hire Enrollment and Match Specialist.	School to Work program is adequately staffed by May 15, 2017.	Enrollment and Match Specialist is hired.		Hiring Documentation.	Personnel records	At time of hiring.
Youth lack personal guidance and mentoring.	Youth will attend classroom sessions with guest speakers, participate in a team building field trip, and be assigned a mentor during the School to Work program.	Youth will receive personal guidance/mentoring and will increase self-esteem, feelings of social acceptance, education expectations, decrease precarious views in one or more of these areas by September 30, 2017.	16 of 20 or 80% of participants will demonstrate increased socio-emotional competence.		Pre and Post Survey .	Enrollment and Match Specialist will administer surveys.	At time of enrollment and at end of program.
Youth are not properly prepared for college and do not stay enrolled.	Youth will learn about degree requirements for various fields, financial aid, and school application processes.	Youth will increase knowledge of college readiness and be better prepared for college entry by September 30, 2017.	15 of 20 youth or 75% will increase knowledge of postsecondary school options.		Pre and Post Survey and interview results.	Enrollment and Match Specialist will administer surveys.	After completion of pre and post surveys.
Youth lack opportunities for employment and knowledge of career field requirements.	Youth will be placed in summer job internships and will learn how to create a personal brand, set work priorities, recognized high growth industries, and other topics.	Youth will gain on the job training through summer interships and will increase knowledge of career field requirements by September 30, 2017.	16 of 20 youth or 80% of youth will increase their employability and work readiness skills.		Pre/Post Survey.	Enrollment and Match Specialist will administer surveys and analyze results.	After completion of pre/post surveys.

**Mission:** The mission of Big Brothers Big Sisters Palm Beach and Martin Counties is to provide children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever.

Agency: Ric Brothers Ric Sisters

EXHIBIT D

Youth													Household									
Last Name	First Name	Sex	Gender	Age	Ethnicity	Race	Education Level	Health Insurance	Disabled?	Current Education Status	School ID #	Last #4 HoH SSN	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	MA	7	Non Hispanic	Asian	K-2	Medicaid	No	Student Full Time	123456	1234	Two Parent HH	3	Employment Only	Full Time	\$10-25,999	Rent	Chinese-Mandarin	9 to 12	No	No
Smith	Randy	M	M	12	Non Hispanic	White	6 to 8	Private	Yes	Student Full Time	654321	3214	Single Parent Family	2	Employment+ Other Source	Part Time	0-11,999	Rent	English	Vocational Degree	Yes	Yes
Del Pueblo	Juana	F	F	8	Hispanic	Black	3 to 5	ACA	No	Student Full Time	654321	2347	Single Parent HH	4	TANF	NA	0-11,999	Homeless	Spanish	6 to 8	Yes	Yes
Sapitare	Geraldine	F	F	15	Non Hispanic	Maltese	9 to 12	None	No	Student Full Time	456723	3518	Two Parent HH	5	Social Security	NA	20-25,999	Own	Croatian	Bachelor's Degree	No	No

SAMPLE DATA ONLY

2017-0693

BGEX 150 0405170000000001146

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

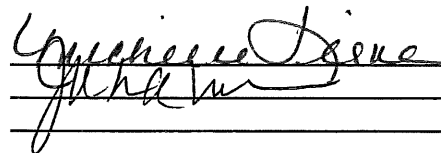
BUDGET TRANSFER  
FUND 0001 General Fund

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	42,267	1,001,242	0	1,001,242
0001-154-1501-3401 Other Contractual Services	0	0	42,267	0	42,267	0	42,267
TOTALS			42,267	42,267			

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