

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 16, 2017

Consent **Regular**
 Ordinance **Public Hearing**

Department

Submitted By: Youth Services Department

Submitted For: Outreach and Community Programming Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Contract for Provision of Services with CareerSource Palm Beach County, Inc. (CareerSource) for the period May 22, 2017, through September 30, 2017, in an amount not to exceed \$50,000 to facilitate training and paid internships; and

B) budget transfer of \$50,000 in the General Fund from the Head Start Match reallocation (Unit 1451) for new evidence-based/promising programming to fund the cost associated with this Contract.

Summary: This Contract will allow CareerSource to facilitate several training opportunities, as well as paid internships for up to 39 out-of-school and not working youth/young adults, also known as disconnected youth, ages 17-24. Each of the programs will be conducted over a five-week period. At the completion of each program, applicable certificates will be awarded and stipends issued. One of the three programs is to coordinate a summer hospitality training program at the Lake Worth campus of Palm Beach State College (College). This program will serve up to 25 participants and include both job shadowing at local hotels and hospitality training. Another program will coordinate a Microsoft Office skills training program at the Belle Glade campus of the College. This training will serve up to seven participants, who can also earn a stipend for each of the three modules offered – Word, Excel and PowerPoint. The third program will be to conduct a summer internship training program with local business in the Glades area. Up to seven participants will earn an internship with a stipend at participating various Glades area businesses. The internship will be 40 hours per week. Countywide (HH)

Background and Justification: The summer hospitality program's approach is to deliver hospitality training, which includes: 16 hours of job shadowing/networking at local hotels, training on seven elements of providing exemplary customer service in the hospitality field, become familiar with duties of a guestroom attendant and become familiar with the food and beverage division and its operations, and job shadowing experience to create a resume, prepare for interviews to be ready for employment within hospitality industry. The participants at the Belle Glade campus who successfully complete the Microsoft training can earn separate Microsoft Specialist Certificates: Word, Excel and PowerPoint; with an accompanying stipend for each completion. Youth will also receive support services to facilitate their attendance such as bus passes/gas cards. The participants of the Glades internship program will earn a stipend while completing five weeks (40 hours/week) of training in the various businesses.

Attachments:

1. Contract
2. Budget Transfer

Recommended by: _____

Department Director

5-4-17

Date

Approved by: _____

Assistant County Administrator

5/11/17

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$50,000				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$50,000				
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: Cherene Dyer

III. REVIEW COMMENTS

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

Lisa Pontz 5/15/17
 OFMB ET S/S AK S/S

Jim J. Garban 5/10/17
 Contract Development & Control
5/19/17

B. Legal Sufficiency:

Helen Costello
 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 CareerSource Palm Beach County, Inc., a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 65-0709274.

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

ARTICLE 1 - SERVICES

The AGENCY'S responsibility under this Contract is to provide professional/consultation services to facilitate summer hospitality training, job skills training and provide paid internships, as more specifically set forth in the Scope of Work detailed in **Exhibits A, B, and C**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach and Community Programming (telephone no. 561-242-5702).

The AGENCY'S representative/liaison during the performance of this Contract shall be Steve Craig, President and Chief Executive Officer (telephone no. 561-340-1060).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on May 22, 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, B, and C**.

ARTICLE 3 - PAYMENTS TO AGENCY

- 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 Fifty Thousand Dollars (\$50,000). The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit D** 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. AGENCY may exercise an option to reclassify up to 10% of the program/contract amount (\$5,000) between programs provided there is not an increase in the total amount. Any modification in excess of this amount requires approval by COUNTY.
- C. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.

Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- D. **Final Invoice:** In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'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 AGENCY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 AGENCY'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 AGENCY 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 AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY'S key personnel, as may be listed in **Exhibits A, B, and C** 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 AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the AGENCY'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 AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY shall provide the COUNTY with a copy of the AGENCY'S contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY 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

AGENCY 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. AGENCY 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 AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- A. **Commercial General Liability** - AGENCY 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** - AGENCY 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 AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY 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. AGENCY shall provide this coverage on a primary basis.

- C. **Worker's Compensation Insurance & Employers Liability** - AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Additional Insured** - AGENCY 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." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** - AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY 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 AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance** - Prior to execution of this Contract, AGENCY 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 AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at 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, AGENCY 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

AGENCY 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 AGENCY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY 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 AGENCY 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 AGENCY.

ARTICLE 14 - CONFLICT OF INTEREST

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

The AGENCY 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 AGENCY'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 AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY 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 AGENCY 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 AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, 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 AGENCY 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 AGENCY'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 AGENCY, 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 AGENCY 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.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

The AGENCY 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 AGENCY 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 AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY 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 AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY 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 AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

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

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

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

CareerSource Palm Beach County, Inc.
Attn: Steve Craig, President/Chief Executive Officer
3400 Belvedere Road
West Palm Beach, FL 33406

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY 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 AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY 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 AGENCY 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 AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY 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 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY 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 AGENCY 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 AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY 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 AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY 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 AGENCY 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. AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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.

(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 AGENCY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

WITNESS:

AGENCY:

Signature

CareerSource Palm Beach County, Inc.
Company Name

Sharon Bock
Name (type or print)

Signature

Steve Craig
Typed Name

President / CEO
Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK & SERVICE UNITS **FY2017 CareerSource PBC Contract**

Agency Name: CareerSource Palm Beach County

Program Name: Summer Hospitality Training

Overview:

The CareerSource Palm Beach County (CSPBC) team of client services professionals is dedicated to helping job seekers achieve career success. CSPBC full-service career centers are staffed with career coaches and consultants who are dedicated to serving first time young job seekers. CSPBC Youth and Young Adult career readiness training programs prepare youth to find employment and pursue post-secondary education.

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

Unemployed youth ages 17-24 that have a barrier, are unemployed, and not in school, lack basic soft skills and entry level job skills to enter the world of work.

Services:

CSPBC will provide a hospitality training program youth as follows:

1. Up to 25 disconnected youth (out-of-school and not working) ages 17-24 years old, will participate in five weeks of training on campus at Palm Beach State College (Lake Worth).
2. Youth will complete 16 hours of job shadowing/networking at local hotels (Hyatt, Hilton, Marriott, etc.).
3. Youth will be trained on the seven elements of providing exemplary customer service in the hospitality industry.
4. Youth will learn about the position and specific duties of a Guestroom Attendant.
5. Youth will be trained to become familiar with the Food & Beverage Division and its operations.
6. Youth will acquire training and job shadowing experience to create a resume, prepare for interviews, and refine their professional persona in preparation for employment within the hospitality industry.
7. Youth will receive three *nationally* recognized certifications through the American Hotel and Lodging Association:
 - a. Guest Service Gold
 - b. Restaurant Server
 - c. Guestroom Attendant
8. Youth receive performance based training stipends for five weeks (up to \$100 per week).
9. Youth will receive Uniforms (polo shirts) and textbooks at no cost to their families.
10. Youth will be eligible for *paid* college scholarships after program completion.
11. Post completion, each youth will be matched with a career counselor to work with for a year (with the goal to gain employment or enroll in post-secondary education).
12. Career Counselors will conduct monthly follow-ups contacts.

Outcomes:

The following outcomes will be tracked:

- # and % of program participants served that increased their soft skills and work readiness skills;
- # and % of program participants that complete the hospitality training and attain three American Hotel and Lodging Association (AHLA) certifications.

Final Reports Submission:

CSPBC 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:

- Evidence supporting all deliverables as shown on the attached **Exhibit D**
- Completed Logic Model, included with this exhibit, including actual results
- Demographic information available as shown on **Exhibit E**

Clients Served Through CSPBC:

25 participants (maximum)

LOGIC MODEL

CAREERSOURCE OF PALM BEACH COUNTY
Summer Hospitality Training Program - 2017

Problem/Need/Issue/Condition	Strategic Goal/Outcome/Impact/Target/Action/Activity/Initiative/Program/Project	Intervention/Approach/Methodology	Performance Indicators/Measures/Outputs/Outcomes/Impacts	Assumptions/Dependencies/Conditions/Context/Environment	Measurement Tools/Methods/Instruments/Techniques	Data Sources/Information/Inputs/Outputs/Results	Timeline/Duration/Periodicity
Youth lack entry-level soft skills, knowledge of work requirements and work readiness skills.	Youth will participate in five weeks of employability skills training on campus at Palm Beach State College (Lake Worth) and will complete 16 hours of job shadowing/ networking at local hotels (Hyatt, Hilton, Marriott, etc.)	Youth will gain soft skills, knowledge of work requirements and work readiness skills by September 30, 2017.	20 of 25 or 80 % of youth served will increase their soft skills, employability, and work readiness skills.		Pre/Post Survey.	Program staff will administer surveys and analyze results.	After completion of pre/post surveys.
Youth need nationally recognized credentials to enter the hospitality industry.	Youth will receive five weeks of training and achieve three nationally recognized certifications through the American Hotel and Lodging Association.	Youth will complete hospitality training program and attain through the American Hotel and Lodging Association (AHLA): Guest Service Gold, Restaurant Server and Guestroom Attendant certifications by September 30, 2017.	20 of 25 or 80% of participants will attain three nationally recognized certifications through the American Hotel and Lodging Association.		AHLA Exam scores	Program staff will administer exams and analyze results.	At time of enrollment and at end of program.
<p>Mission: The mission of Career Source Palm Beach County is to connect business with talent.</p>							

EXHIBIT B

SCOPE OF WORK & SERVICE UNITS FY2017 CareerSource PBC Contract

Agency Name: CareerSource Palm Beach County

Program Name: Microsoft Office Skills Training

Overview:

The CareerSource Palm Beach County (CSPBC) team of client services professionals is dedicated to helping job seekers achieve career success. CSPBC full-service career centers are staffed with career coaches and consultants who are dedicated to serving first time young job seekers. CSPBC Youth and Young Adult career readiness training programs prepare youth to find employment and pursue post-secondary education.

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

Unemployed youth ages 17-24 that have a barrier, are unemployed, and not in school, lack basic soft skills and entry level job skills to enter the world of work.

Services:

CSPBC will provide a Microsoft Office Skills training program as follows:

The following services will be provided:

1. Up to 7 disconnected youth (out-of-school and not working) ages 17-24 years old, will participate in five weeks of Microsoft Office Skills training on campus at Palm Beach State College (Belle Glade).
2. A qualified Microsoft Instructor will provide five (5) weeks of instruction to participants.
3. Youth will receive support services to facilitate their attendance such as bus passes and/or gas cards.
4. Youth participants will earn stipends for completion of each of the 3 training modules.
5. Youth participants who successfully complete the program will receive nationally recognized Microsoft Specialist Certifications in Word, Excel and PowerPoint.

Outcomes:

The following outcome will be tracked:

- # and % of participants that attain nationally recognized Microsoft Specialist Certifications in Word, Excel and PowerPoint.

Final Reports Submission:

CSPBC 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:

- Evidence supporting all deliverables as shown on the attached **Exhibit D**
- Completed Logic Model, included with this exhibit, including actual results
- Demographic information available as shown on the attached **Exhibit E**

Clients Served Through CSPBC:

7 participants (maximum)

LOGIC MODEL

CAREERSOURCE OF PALM BEACH COUNTY Microsoft Office Skills Training Program - 2017							
Identified Need/Problem	Program Activities/Interventions	Outcomes	Performance Indicators/Measures	Assessment Methods/Tools	Program Management	Program Evaluation/Assessment	Reporting
Youth lack computer skills training to enter the workforce.	Youth will receive five weeks of Microsoft Office Skills training conducted by a Certified Microsoft Instructor.	Youth will earn three nationally recognized Microsoft Office Specialist Certifications by September 30, 2017.	7 of 7 youth or 100% will attain their Microsoft Office Specialist certifications.		Pre/Post Survey and Microsoft Certification.	Program staff will administer surveys and obtain copy of certification record.	After completion of pre and post surveys, and after Microsoft certification is awarded.
Mission: The mission of Career Source Palm Beach County is to connect business with talent.							

EXHIBIT C

SCOPE OF WORK & SERVICE UNITS FY2017 CareerSource PBC Contract

Agency Name: CareerSource Palm Beach County

Program Name: Summer Internship

Overview:

The CareerSource Palm Beach County (CSPBC) team of client services professionals is dedicated to helping job seekers achieve career success. CSPBC full-service career centers are staffed with career coaches and consultants who are dedicated to serving first time young job seekers. CSPBC youth and young adult career readiness training programs prepare our youth to find employment and pursue post-secondary education.

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

Unemployed youth ages 17-24 that have a barrier, are unemployed, and not in school, lack basic soft skills and entry level job skills to enter the world of work.

Services:

CSPBC will conduct a five-week Internship training program with local businesses in the Glades area as follows:

1. Participating worksites will be identified and assessed.
2. Up to 7 disconnected youth (out-of-school and not working) ages 17-24 years old, will be trained and assigned to internships.
3. Youth will complete 40 hours of job internship per week for five weeks.
4. Youth will be allocated a weekly stipend.
5. Youth progress will be evaluated and reported.

Outcomes:

The following outcomes will be tracked:

- # and % of program participants served that increased their soft skills and work readiness skills;
- # and % of youth served that increase their employability skills and ability to identify and develop positive work habits, attitude, and behavior for the workplace.
- # and % of youth that complete internships

Final Reports Submission:

CSPBC 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:

- Evidence supporting all deliverables as shown on the attached **Exhibit D**
- Completed Logic Model, included with this exhibit, including actual results
- Demographic information available as shown on the attached **Exhibit E**

Clients Served Through CSPBC:

7 participants (maximum)

LOGIC MODEL

CAREERSOURCE OF PALM BEACH COUNTY Summer Internship Program - 2017						
Problem/Need/Opportunity	Program Activities	Outcomes	Measurement/ Evaluation and Data Collection Methods	Activities/Interventions/Program Components	Program Tools	Assessment/ Evaluation/ Data Collection Methods
Youth lack employability skills.	Youth will participate in five weeks of summer internships.	Youth will increase their employability skills and will increase their ability to identify and develop positive work habits, attitude, and behavior for the workplace by September 30, 2017.	5 of 7 or 71% of participants will increase their employability skills.		Pre/Post Survey.	Program staff will administer surveys and analyze results.
Youth lack opportunities for summer internships.	Youth will be placed in summer internships.	Youth will complete summer internships by September 30, 2017.	7 of 7 youth or 100% will complete summer internships.		Pre/Post Survey and internship placement log	Program staff will administer surveys and maintain an internship placement log.
<p>Mission: The mission of Career Source Palm Beach County is to connect business with talent.</p>						

EXHIBIT D

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by AGENCY as defined in Exhibits A, B, and C, 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: Summer Hospitality Training

PROGRAM	DELIVERABLES	# PARTICIPANTS	UNIT COST PER STUDENT	TOTAL COST
Summer Hospitality Training Program in accordance with Exhibit A: Scope of Work.	Certification Records	25	\$1,200.00	\$30,000
TOTAL COST				\$30,000

Program: Microsoft Office Skills Training

PROGRAM	DELIVERABLES	# PARTICIPANTS	UNIT COST PER STUDENT	TOTAL COST
Microsoft Office Skills Training Program in accordance with Exhibit B: Scope of Work.	Certification Records	7	\$1,237.14	\$8,660
TOTAL COST				\$8,660

Program: Summer Internship

PROGRAM	DELIVERABLES	UNIT COST	TOTAL COST
Summer Internship Program in accordance with Exhibit C: Scope of Work.	List of sites and youth placement and attendance records	\$85.00 per student per day	not to exceed \$11,340
TOTAL COST			\$11,340

* "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 E
DEMOGRAPHIC INFORMATION

Agency: Parish Office of Public Safety

Youth														Household									
Child No	First Name	Sex	Race	Age	Household	Religion	Education Level	Health Insurance	Disability	Current Education Status	School ID#	Law of Jurisdiction	Family Status	Source of Family Income	Employment	Family Income	Misc Info	Main Language Spoken at Home	Parent's Highest Ed Level	Food Stamp?	Free/Reduced Lunch?		
1001	John	M	W	11	Non-Hispanic	None	HS	None	No	Student Full Time	12345	LA	Single	1 Employment Only	Full Time	\$20,000	Rent	English	HS	No	No		
1002	John	M	W	12	Non-Hispanic	None	HS	None	No	Student Full Time	54321	LA	Single	2 Employment - Other Source	Part Time	\$12,000	Rent	English	HS	No	No		
1003	John	M	W	13	Non-Hispanic	None	HS	None	No	Student Full Time	67890	LA	Single	3 Social Security	None	\$0	Rent	English	HS	No	No		
1004	John	M	W	14	Non-Hispanic	None	HS	None	No	Student Full Time	11111	LA	Single	4 TANF	None	\$0	Rent	English	HS	No	No		
1005	John	M	W	15	Non-Hispanic	None	HS	None	No	Student Full Time	22222	LA	Single	5 Social Security	None	\$0	Rent	English	HS	No	No		

SAMPLE DATA

2017-

BGEX 150 04241700000000001212

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 04/24/2017	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	1,526,186	1,043,509	0	50,000	993,509	0	993,509
0001-154-1501-3401 Other Contractual Services	0	0	50,000	0	50,000	49,400	600
TOTALS			50,000	50,000			

Signatures & Dates

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

Christine Davis

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 05/16/2017

Deputy Clerk to the
Board of County Commissioners