

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018

Consent       Regular  
 Ordinance       Public Hearing

**Department**

Submitted By: Youth Services Department

Submitted For: Outreach & Community Programming Division

**I. EXECUTIVE BRIEF**

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

A) Contract for Provision of Services with Friends of Community Services, Inc. (Contract) for the period October 1, 2017, through September 30, 2018, in an amount not to exceed \$454,326 for Summer Camp Scholarship Program; and

B) Budget Transfer of \$11,347 in the Department's general fund budget to the Summer Camp Scholarship Program to fund the cost of the Contract.

**Summary:** The Summer Camp Scholarship Program (SCSP) pays full tuition and associated fees for eligible children to attend day camp during the summer months. The Board of County Commissioners has allocated \$442,979 to fund summer camp scholarships for eligible children in FY 2018. This allocation includes an administrative fee not to exceed \$8,750. Staff is recommending \$9,097, currently budgeted for the Youth Violence Initiative, be reallocated to offer additional scholarships limited to youth involved in the juvenile justice system that may not otherwise be eligible for summer camp. Additionally, staff is recommending \$2,250 of the current operating budget, be allocated to the administrative expense incurred by the Agency carrying out the funding administration of the SCSP. Since 1995, Friends of Community Services, Inc. (Friends) has provided support for the SCSP. Friends receives these funds from the Children's Services Council of Palm Beach County, in addition to other grants and private donations resulting in the ability to provide approximately 2,779 scholarships to Palm Beach County youth to attend more than 90 camps. The effective date of service for the above contract submitted for approval is prior to this meeting date. Countywide (HH)

**Background and Justification:** The SCSP, established in 1995, is a public/private initiative providing a summer camp experience to children from low-income families. The program provides a safe, supervised environment for children who otherwise may be left at home alone, in the care of older siblings, or unsupervised on the streets. Friends processes payments to the specific summer camp vendors based on invoices reviewed and submitted by the Outreach & Community Programming Division. Friends maintains financial records, reports of payments and receipts for summer camp funding which are audited annually. A slight increase in the administrative expenses is necessary to cover increased costs of audits and insurance.

**Attachments:**

- 1. Contract for Provision of Services
- 2. Budget Transfer

Recommended by:  2/11/18  
Department Director      Date

Approved by:  2/13/18  
Assistant County Administrator      Date



## CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 Friends of Community Services, Inc., a not-for-profit 501(c)(3) corporation, authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 65-0449910.

Whereas, the AGENCY has proposed providing Summer Camp Scholarship Funding Administration and other related COUNTY funding administration; and

Whereas, the AGENCY has agreed to assure access to funded services for the COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

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

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide funding administration services to the COUNTY as set forth in Exhibits A and B. The AGENCY also agrees to provide deliverables, including reports, as specified in Exhibits A, B and C. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT) and approval by the Board of County Commissioners. The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

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

The AGENCY'S representative/liaison during the performance of this Contract shall be Tara A. Finnigan, Esq. telephone no. (561) 281-3348.

### **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on October 1, 2017, and complete all services on September 30, 2018.

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

### ARTICLE 3 – PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED AND TWENTY-SIX DOLLARS (\$454,326.00). The AGENCY will bill the COUNTY on an annual basis (not later than October 15, 2018), or as otherwise provided, for Summer Camp Scholarships and funding administration set forth in **Exhibit A** and expenses incurred and paid, up to the amounts set forth in **Exhibits B** and **C**. In no case shall the total cumulative amount billed under this Contract exceed the cumulative amounts defined in **Exhibit C**.

The Program and Schedule of Payments definitions for this Contract year are set forth in **Exhibit B**.

All requests for Summer Camp Scholarship payments of this Contract shall include the following:

- A. An original cover memo on the AGENCY'S letterhead signed by the Authorized Agency Representative (**Exhibit E**).
- B. Payments shall be made periodically in accordance with the Schedule for payment (**Exhibit B**).
- C. A copy of Summer Camp Scholarship Program Statement/Check Request Form (**Exhibit D**).
- D. Properly completed and signed Expenditure Report (**Exhibit F**).
- E. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the DEPARTMENT. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work and Schedule of Payments detailed in **Exhibits A** and **B**.

All requests for the mutually agreed upon Administrative Expense of this Contract shall include the following:

- A. An original cover memo on the AGENCY'S letterhead signed by the Authorized Agency Representative (**Exhibit E**).
- B. Invoice on AGENCY letterhead.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15, 2018. Any amounts not submitted by October 15, 2018, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY'S representative's approval. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

**ARTICLE 4 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for current or subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 5 - 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 within three (3) years following final payment.

**ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS**

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at her discretion. Such changes may not exceed twenty percent (20%) of the total Contract amount during the Contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT Director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to twenty percent (20%) may be approved by the DEPARTMENT Director.

**ARTICLE 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages and/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 the AGENCY. Notwithstanding the foregoing, the AGENCY shall have no duty or obligation to indemnify the COUNTY, its agents, employees, and its elected officers for the COUNTY'S own acts, omissions, negligence of any kind, or other wrongful acts. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

## **ARTICLE 8 - 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or the AGENCY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

## **ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS**

The AGENCY 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.

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. The 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client's demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. The AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their Contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. The Agency may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY. AGENCY shall not be responsible for the conducting or payment of criminal background checks for summer camp providers and summer camp attendees and their affiliates not under direct control of AGENCY.

## ARTICLE 10 – NON-DISCRIMINATION

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.

## ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the AGENCY.

## ARTICLE 12 – AGENCY’S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in **Exhibits A and B** are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. The AGENCY must maintain separate financial records for the DEPARTMENT Contract funds for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual programs. The AGENCY cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the Schedule of Payments in **Exhibit**

B. The AGENCY will provide a final close out report accounting for all funds expended hereunder no later than thirty (30) days from the contract end date.

F. Reimburse funds to the COUNTY that are deemed misused or misspend or unspent.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this Contract.

### **ARTICLE 13 - 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, Sections 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, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due thirty (30) days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department  
Attn: Geeta Loach-Jacobson, Director of Outreach & Community Programming  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415



## **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 – DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 15, Paragraph A.
- D. In the statement specified in Article 15, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

#### **ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 S.E. 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

#### **ARTICLE 17 - 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 18 - 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 19 - SUBCONTRACTING**

The COUNTY does not allow subcontracting by the AGENCY for services under this Contract.

#### **ARTICLE 20 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

## **ARTICLE 21 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of 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 failures 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 provisions 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 22 – 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 23 - 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 through 2-440, as may be amended.

## **ARTICLE 24 - TERMINATION**

This Contract may be canceled by the AGENCY upon sixty (60) days' prior written notice to the COUNTY'S representative. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate 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 terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

## **ARTICLE 25 – 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 26 - 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 27 - 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

Board of Directors  
Friends of Community Services, Inc.  
Palm Beach County Community Services  
810 Datura Street, Room 206  
West Palm Beach, FL 33401

**ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further 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 26 – Modifications of Work.

#### **ARTICLE 30 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, 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 this Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of this 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 this 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 this 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. The AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, 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](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 the 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: \_\_\_\_\_  
Melissa McKinlay, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Debra Colquhoun*  
County Attorney

By: *Tammy K. Fields*  
Tammy K. Fields, Director

WITNESS:

AGENCY:

*Barbara Wheeler*  
Signature

Friends of Community Services, Inc.  
Company Name

Barbara Wheeler  
Name (type or print)

*Tara A. Finnigan*  
Signature

Tara A. Finnigan  
Typed Name

President  
Title

(corp. seal)



## **EXHIBIT A SCOPE OF WORK**

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of the Summer Camp Scholarship Program and other funding administration services in Palm Beach County.

### **UNDER THIS SCOPE OF WORK, AGENCY WILL:**

- Administer funds for the Summer Camp Scholarship Program and other COUNTY approved programs on behalf of the COUNTY.
- Submit documentation to include: Summer Camp Providers Invoice, Summer Camp Scholarship Program Statement/Check Request Form (**Exhibit D**), AGENCY Invoice on AGENCY letterhead.
- Receive donations for Summer Camp Scholarship Program.
- Maintain financial reports for Summer Camp Scholarship Program expenditures.
- Facilitate check request from DEPARTMENT Program Coordinator; facilitate check requests/pick-up from accountant and provide signed checks to DEPARTMENT Program Coordinator.
- Provide input for all processes related to COUNTY'S rendering of the Summer Camp Scholarship Program, with the ultimate decision lying with DEPARTMENT.

NOTE: AGENCY does not select or recommend Summer Camp Providers to Palm Beach County residents. AGENCY has no affiliation with any Summer Camp Providers. AGENCY does not have any paid employees. AGENCY is staffed by volunteers.

### **UNDER THIS SCOPE OF WORK, THE COUNTY WILL:**

- Establish programmatic guidelines and requirements for the Summer Camp Scholarship Program.
- Recruit Summer Camp Providers for participation in the Summer Camp Scholarship Program.
- Coordinate completion of Summer Camp Provider Application Packets.
- Establish maximum Summer Camp fees.
- Establish approved Summer Camp Scholarship Program Provider List.
- Market the Summer Camp Scholarship Program within Palm Beach County.
- Process and approve Summer Camp Scholarship Applications.
- Award scholarships to eligible Palm Beach County residents.
- Monitor the approved Summer Camp Providers throughout the summer for attendance and compliance with established guidelines.
- Review, approve and process reimbursement requests from Summer Camp Providers and submit Summer Camp Scholarship Program Statement/Check Request Form (**Exhibit D**) to AGENCY for payment.
- Monitor utilization of funds allocated for scholarships.
- Develop and present annual report to funders.

### **BILLING/ PAYMENTS:**

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to the Contract no later than October 15, 2018, for administration of the Summer Camp Scholarship program identified on **Exhibit B**. Any amounts not submitted by October 15, 2018, shall remain the COUNTY'S and COUNTY shall have no further obligation with respect to such amounts.

**EXHIBIT B  
SCHEDULE OF PAYMENTS**

AGENCY	Friends of Community Services, Inc.	
Service Name and Definition	Deliverable(s) / Invoice Dates	Total Cost of Service
<p><b>Summer Camp Scholarships</b> AGENCY is allocated \$443,326 in funding from Palm Beach County Board of County Commissioners to support the Summer Camp Scholarship Program. AGENCY processes payments to the specific Summer Camp Providers based on invoices from the Palm Beach County Youth Services Department's Outreach &amp; Community Programming Division.</p>	<ul style="list-style-type: none"> <li>•An original cover memo on the AGENCY'S letterhead signed by the Authorized Agency Representative (<b>Exhibit E</b>).</li> <li>•A copy of Summer Camp Scholarship Program Statement/Check Request Form (<b>Exhibit D</b>).</li> <li>•Copies of summer camp Provider invoice.</li> <li>•Proof of Payment (copy of AGENCY cancelled check, bank statement showing applicable transaction, or a paid receipt, to summer camp Provider).</li> <li>•Properly completed and signed Expenditure Report (<b>Exhibit F</b>).</li> <li>•<b>All requests for Summer Camp Scholarship reimbursement will be billed to the County no later than October 15, 2018.</b></li> </ul>	\$ 443,326
<p><b>Administrative Expense</b></p>	<ul style="list-style-type: none"> <li>•An original cover memo on the AGENCY'S letterhead signed by the Authorized Agency Representative (<b>Exhibit E</b>)</li> <li>•Invoice on AGENCY's letterhead.</li> <li>• <b>Billable at final invoice, no later than October 15, 2018.</b></li> </ul>	\$11,000
<b>TOTAL CONTRACT</b>		<b>\$454,326</b>

Approved Summer Camp Scholarship Providers submit invoices to the DEPARTMENT Program Coordinator. The sum of all Summer Camp Scholarship Provider invoices will not exceed \$443,326 total in scholarship costs.

Administrative Expense shall mean the mutually agreed upon cost of funding administration services anticipated by the AGENCY in connection with performance of its duties and Scope of Work pursuant to this Contract. Administrative Expense will be used to pay for expenses including, but not be limited to: insurance, bookkeeping and accounting services, taxes, state registration, other service charges, postage, mileage, and office supplies.

The AGENCY will provide annual support of the Summer Camp Scholarship program which runs from June 4, 2018, until August 24, 2018, and for other funding administration services for other COUNTY approved programs.

**EXHIBIT C**

The AGENCY is a collaborative, non-profit, tax exempt, 501(c)(3) corporation of community partners under the leadership of the Palm Beach County Community Services Department that:

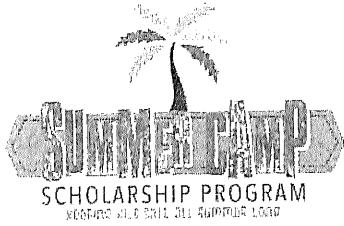
- Works with Palm Beach County Youth Services to prioritize needs, form task groups, plan strategies, and pools resources.
- Designs programs and creates committees to address specific issues.
- Identifies programs with limited financial resources, and acts as a conduit to enable them to receive private hands-on support and funding.
- Serves as an incubator for start-up programs exploring and establishing their own non-profit status.
- Recognizes and celebrates individuals and organizations in the Palm Beach County community who make outstanding contributions to their mission.

Since 1995, AGENCY has provided support for the Summer Camp Scholarship Program. The Program ensures school aged children are not home alone during the summer months and continue to receive nutritious meals in the summer.

AGENCY is allocated \$454,326 in funding from the Palm Beach County Board of County Commissioners to support the Summer Camp Scholarship Program and its funding administration costs. AGENCY processes payments to the specific Summer Camp Providers based on invoices from the Palm Beach County Youth Services Department's Outreach & Community Programming Division. AGENCY maintains financial records and reports of payments and receipts for Summer Camp funding. In addition, AGENCY'S Summer Camp Scholarship Subcommittee develops and implements marketing strategies to raise additional funding for the Summer Camp Scholarship Program.

**2018 Program Budget**

Summer Camp Scholarships	\$443,326
Administrative Expenses	\$ 11,000



**EXHIBIT D**

**Program Statement  
Check Request Form**

*50 S. Military Trail, Suite 203, West Palm Beach, Florida 33415 Phone: (561) 242-5738*

Date: xxxx xx xxxx

Statement #: XXX

To: Friends of Community Services, Inc.  
810 Datura Street  
Suite 206  
West Palm Beach, FL 33401

Please remit a check in the amount of \$XXX

Payable to: CAMP NAME  
Contact: Camp Director  
Address: Address

Note	Total
	\$
<b>TOTAL</b>	<b>\$</b>

Thank you.

Authorization Signature: \_\_\_\_\_  
Jacqueline Burke, Program Coordinator  
Palm Beach County Youth Services Department  
Outreach & Community Programming Division

Authorization Signature: \_\_\_\_\_  
Friends of Community Services, Inc.

**EXHIBIT E**

Date \_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST:

\$ \_\_\_\_\_

FOR THE MONTH OF:

\_\_\_\_\_

I hereby certify that by personal examination of the records of this AGENCY that these expenses, as supported by attached statements, were made on behalf of this AGENCY for the purposes specified in its approved request for COUNTY funding. Refer to Palm Beach County Board of Commissioner Document R# \_\_\_\_\_.

\_\_\_\_\_  
(Signature) Authorized Agency Representative

This "cover memo" should be prepared on AGENCY'S official letterhead stationery. Your letterhead should include AGENCY'S telephone number and must be signed by AGENCY'S Authorized Agency Representative.

**EXHIBIT F**

**EXPENDITURE  
REPORT**

for period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

<b>CAMP PROVIDERS</b>	<b>COST PER CHILD</b>	<b># OF CHILDREN</b>	<b>STATEMENT #</b>	<b>CHECK #</b>	<b>CAMP START/END DATE</b>	<b>TOTAL PAID</b>
Total Request:						

Attach a copy of invoices and checks to this form.

**FRIENDS OF COMMUNITY SERVICES**

Approved by: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2018- 0314

BGEX 150 1107170000000000334

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

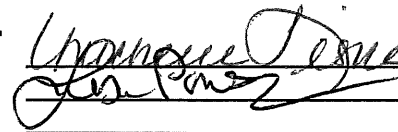
BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/22/18	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>							
0001-150-1501-3140 Consultant Services	230,482	228,802	0	2,250	226,552	691	225,861
0001-153-7678-4001 Travel And Per Diem	1,900	1,900	0	1,900	0	0	0
0001-153-7678-4007 Travel-Mileage	1,520	1,520	0	1,520	0	0	0
0001-153-7678-4801 Promotional Activities	1,328	1,328	0	1,328	0	0	0
0001-153-7678-4941 Registration Fees	1,800	1,800	0	1,800	0	0	0
0001-153-7678-5101 Office Supplies	3,500	3,500	0	2,549	951	0	951
0001-153-2514-3401 Other Contractual Services	8,750	8,750	2,250	0	11,000	0	11,000
0001-153-2514-8201 Contributions-Non-Govt Agnces	434,229	434,229	9,097	0	443,326	0	443,326
<b>TOTALS</b>			11,347	11,347			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

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

  
2/5/18

AT MEETING OF  
3/13/2018  
Deputy Clerk to the  
Board of County Commissioners