

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

---

Meeting Date:	August 14, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department			
Submitted By:	Youth Services Department		
Submitted For:	Outreach & Community Programming Division		

---

I. EXECUTIVE BRIEF

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

A) Contract for Consulting/Professional Services with United Way of Palm Beach County, Inc. (United Way) for the period August 14, 2018, through September 30, 2019, in an amount of \$78,100, for Achieve Palm Beach County; and

B) budget transfer of \$78,100 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:** The Free Application for Federal Student Aid (FAFSA) completion rate at high schools in Palm Beach County varies from 35 to 70 percent of graduating seniors, with students attending Title 1 schools lagging behind other schools. Achieve Palm Beach County, through the United Way, seeks to change these statistics by providing mobile FAFSA labs through the purchase of 60 tablets, and by also training and engaging key communicators, parents and other community representatives to host FAFSA support sessions. This project is designed to address equitable access to information and provide the tools necessary for successful FAFSA completion. In addition, a Student Urgent Relief Fund (SURF) to provide emergency relief for students to address crises that may interfere with college persistence, plus Mentor Center mini-grants will be available to organizations that work primarily with students on college access, preparation and/or overall school success. As an exception to Palm Beach County Administrative Code Rule 305.02 and County policy, approval of this Contract will allow the County to provide an advance one-time payment of \$10,000 to establish the SURF fund so that funds would be available for the upcoming fall college term. Countywide (HH)

**Background and Justification:** In December 2015, the Board approved funding with other local partners for the Collective Impact for Education Initiative in Palm Beach County, which resulted in development of a Strategic Plan to implement academic success and post-secondary education and career readiness. Achieve Palm Beach County (Achieve) was the resulting collective impact partnership of more than 40 education, government, nonprofit, business and philanthropic organizations, with more than 160 individuals. Achieve is a collective impact initiative in Palm Beach County that uses existing county resources to facilitate the collaboration of efforts by community members to broaden and strengthen the reach of their efforts in working to ensure college access and success for all students in Palm Beach County. The United Way serves as the backbone agency for this countywide effort.

**Attachments:**

1. Contract for Consulting/Professional Services (2)
2. Budget Transfer

---

Recommended by:	<u><i>Michelle Davis</i></u>	<u>8/2/18</u>
	for Department Director	Date
Approved by:	<u><i>Will J. Green</i></u>	<u>8/14/18</u>
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$78,100				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$78,100				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No	X
Does this item include the use of federal funds?	Yes	No	X

<b>Budget Account</b>	<b>Exp No:</b>						
	<b>Fund</b>	<u>0001</u>	<b>Dept</b>	<u>154</u>	<b>Unit</b>	<u>2066</u>	<b>Obj</b> <u>8201</u>
	<b>Rev No:</b>						
	<b>Fund</b>	<u>          </u>	<b>Dept</b>	<u>          </u>	<b>Unit</b>	<u>          </u>	<b>Obj</b> <u>          </u>

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

The fiscal impact associated with this Contract shall be funded by existing FY 2018 ad valorem, which will be transferred from the evidence-based/promising programming unit (Unit 1451).

Departmental Fiscal Review: Unnecessary Expense  
08/21/06

### III. REVIEW COMMENTS

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

  
 OFMB

  
 Contract Development & Control

### B. Legal Sufficiency:

*Helene Coffey*  
Assistant County Attorney

**C. Other Department Review:**

Department Director

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

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 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 United Way of 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 59-0683258.

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 in the area of youth services (Achieve Palm Beach County), as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

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

The AGENCY'S representative/liaison during the performance of this Contract shall be Laurie George, Ph. D., President & Chief Executive Officer (telephone no. 561-375-6600).

### **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on August 14, 2018, and complete all services by September 30, 2019.

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

### **ARTICLE 3 - PAYMENTS TO AGENCY**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses (specified in paragraph C below) shall not exceed a total Contract amount of SEVENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$78,100). 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 B**, and provide documentation in substantially the same form(s) as are attached in **Exhibit C** and as described in the Scope of Work.
- B. 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. All requests for payments of this Contract shall include an original cover memo on the AGENCY'S letterhead signed by the Chief Executive Officer, or Designee, which cover



memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.

“All expenses included in this claim [ ] were [ ] were not incurred in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%).” [If not, please provide justification].

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed TWENTY-SEVEN THOUSAND, ONE HUNDRED SEVENTY-NINE DOLLARS AND NINETY-FOUR CENTS (\$27,179.94), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- 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 no later than October 5, 2018. 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. AGENCY'S final invoice will also include the Achieve Administration & Support expense as outlined in the Schedule of Payments (**Exhibit B**). Any other charges not properly included on this final invoice are waived by the AGENCY.
- E. In accordance with **Exhibit B**, Schedule of Payments, and upon invoice by the AGENCY, the COUNTY will make payment to the AGENCY in the amount of \$10,000 to establish the Student Urgent Relief Fund (SURF). A final reconciliation of the SURF and the awards issued to eligible students, including the reporting mechanisms in Exhibit C-4, will be provided to the COUNTY no later than September 30, 2019. Any remaining balance, of the COUNTY's initial \$10,000 payment to establish the SURF, not expended by September 30, 2019, will be returned by the AGENCY, to the COUNTY no later than November 1, 2019.

#### **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 AGENCYS. 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 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 cause, upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' 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, except as otherwise directed by the COUNTY, in writing, 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 **Exhibit A**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The AGENCY warrants that all services shall be performed by skilled and competent personnel in accordance with customary 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 Small Business Enterprise (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 is not authorized to use the COUNTY'S Tax Exemption Number in any manner, including in connection with securing such materials to secure contractual obligations with the COUNTY; however, the foregoing shall not prohibit AGENCY from otherwise utilizing its own tax-exempt status in any lawful manner.

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**

The 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. The AGENCY shall agree to provide the COUNTY with at least ten (10) days' 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 the AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under this Contract.

- A. **Commercial General Liability** – The AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The AGENCY shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** – The 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 the AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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. The AGENCY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** – The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes. The AGENCY shall provide this coverage on a primary basis.
- D. **Additional Insured** – The 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." The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** – The 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 the 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 the AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance** - Prior to execution of this Contract, the 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, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the **Certificate Holder**:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- G. **Umbrella or Excess Liability** - If necessary, the 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** – the 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. The 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**

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 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.

#### **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 the 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 or contractor 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 or contractor 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, 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.

## **ARTICLE 21 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

## **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 Section 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 AGENCYs 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 Section 287.133(3)(a), Florida Statutes.

#### **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., Sixth Floor  
West Palm Beach, FL 33401

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

United Way of Palm Beach County, Inc.  
Attn: Laurie George, Ph.D., President & Chief Executive Officer  
477 S. Rosemary Avenue, Suite 230  
West Palm Beach, FL 33401

#### **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**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Sections 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of County Code Sections 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated the AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **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. 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.



### **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in Section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes.
- B. **When contract value is greater than \$1 million:** As provided in Section 287.135, by entering into this Contract or performing any work in furtherance thereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 - 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. 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 AGENCY has hereunto set its hand the day and year above written.

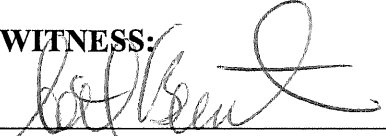
ATTEST:


SHARON R. BOCK  
CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

WITNESS:  
  
Signature

  
Name (type or print)

COUNTY:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

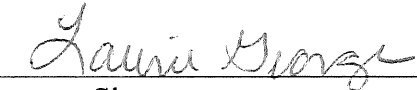
By: \_\_\_\_\_  
Melissa McKinlay, Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Youth Services Department

AGENCY:

United Way of Palm Beach County, Inc.  
Company Name

  
Signature

Laurie George, Ph.D.  
Typed Name

President & Chief Executive Officer  
Title

(corp. seal)

## EXHIBIT A

### SCOPE OF WORK

**Agency Name:** United Way of Palm Beach County

**Program Name:** Achieve Palm Beach County

**Target Population:** Palm Beach County students and associated family members, mentoring programs and neighborhood centers.

**Geographic area(s) served:** All of Palm Beach County

**Commission District(s):** All districts in Palm Beach County

#### **Overview:**

Achieve Palm Beach County uses a collaborative approach within a collective impact framework to address the needs of our county's students by evaluating the assets already existing within the community and leveraging those assets, so they may be used as a series of supports for our students to ensure high school graduation, college enrollment and college success. Additionally, Achieve Palm Beach County is currently in the process of creating sustainable programs, activities and supports that empower our county's children, parents and families to learn about post-secondary education, ways to pay for it, as well as services available to help our students persevere and graduate. Achieve Palm Beach County is affiliated with the Florida College Access Network, which is part of a national effort. Through this approach, our community has identified three initiatives for Achieve Palm Beach County to pursue: Free Application for Federal Student Aid (FAFSA) Mobile Labs that will provide assistance and guidance in the completion of FAFSA applications and access to other resources; the Student Urgent Relief Fund (SURF) which will provide mini grants to college students to support their post-secondary persistence; and a partnership with United Way's Mentor Center that will focus on providing support to our county's boys and young men of color to increase their successful completion of high school and enrollment into a post-secondary institution.

#### FAFSA Mobile Labs

The Free Application for Federal Student Aid (FAFSA) completion rates at School District of Palm Beach County high schools vary from 35 to 70 percent of graduating seniors. This vast difference across high schools in FAFSA completion rates represents a divide in students attending middle and low-income schools by the percentage of students receiving free and/or reduced lunch versus those schools that are classified as high-income schools. Although students attending Title I or middle-income schools may qualify for significantly more federal student aid dollars, the FAFSA completion rate lags sorely behind schools that do not qualify as Title I (United States Department of Education FAFSA Dashboard, 2017). The Parent and Family Engagement Team of Achieve Palm Beach County, in partnership with the FAFSA and High School Advising Team, seek to change these statistics through participation in the Florida College Access Network FAFSA Challenge and by bringing training to community organizations serving students and families who attend target schools through mobile FAFSA Labs and by engaging train-the-trainer approaches to encourage key communicators, parents and community representatives to host FAFSA support sessions in small groups throughout the county. For middle and low-income students interested in attending college as a post-secondary option, completion of the FAFSA is essential for college affordability.

This project is designed to address equitable access to the information and tools necessary for successful FAFSA completion and to offer students and parents a greater understanding about the FAFSA in personalized and supportive settings while offering guidance, if desired, through the application process. These training sessions will aim to increase the percentage of the annual FAFSA forms completion in Palm Beach County by 3% in year one.

The technology for the FAFSA Mobile Labs will also be used for community trainings and support on School District of Palm Beach County initiatives, including Kahn Academy (assistance in tutoring in college / military entrance exam preparation) and My Career Shines (assistance in vocational and academic interests, post-secondary placements and career exploration).

#### Student Urgent Relief Fund (SURF)

Achieve Palm Beach County's Student Urgent Relief Fund (SURF) will provide rapidly disbursed emergency funds and/or in-kind services to students to support them during their post-secondary educational pursuits. According to a survey from bankrate.com, nearly 60% of households in America cannot afford a \$500 emergency- and as we know with emergencies, "It's not if, but when" (2015). This means that at any point in a student's life, should an emergency arise that is over the amount of \$500, their household will likely experience severe economic distress. For our students, these emergencies often arise as events such as automobile accidents, an illness suffered by either the student or a dependent, or the death of a family member who is also the main source of income for the family. These situations can put our students in a vulnerable state where they may experience an inability to access necessary medical care, purchase food, or even suffer homelessness due to financial repercussions. All of which will take a significant toll on their academic progress. Traditional scholarships can assist students in paying for college tuition, fees, and books; however, they often involve a lengthy application and process time that our students cannot afford. Achieve Palm Beach County's Student Urgent Relief Fund will alleviate some of the hardship that comes from those emergency situations that could otherwise be the reason for dropping out of school.

Using a streamlined process, financial or in-kind support will be provided within 48 hours via an electronic procedure to quicken the receipt of critical information. A pre-determined group of reviewers will make a consensus-based decision that eliminates lengthy review times, and approved requests will then be addressed in the most appropriate manner exhausting in-kind support in place of hard dollars whenever possible. Roll out of this pilot project is expected to take place at Palm Beach State College, Lake Worth Campus, in Fall 2018.

#### Mentoring Partnership Program Support

According to The Chronicle of Evidence-Based Mentoring, "Research has found that children from disadvantaged backgrounds who end up thriving in adulthood often cite these caring non-familial adults or, 'natural mentors', as a main source of support" (2013). In looking to increase access to a post-secondary credential attainment, Achieve PBC is working with the United Way Mentor Center to increase both quality and capacity of mentoring programs within our county's underserved population of boys and young men of color. As a nationally recognized division of the United Way, the Mentor Center is affiliated with the National Mentoring Partnership that develops the Elements of Effective Practice. The Elements are nationally recognized best practices that maintain standards that help ensure mentor program quality.

Launched in 2014, the Mentoring Support Opportunity (to provide mini-grants) was conceived to help mentoring programs make additional matches in order to alleviate the wait list of approximately 1,400



mentees in Palm Beach County. Mentor Center Network programs can receive up to \$7,500 to increase match capacity within their programs, following the Elements.

All registered non-profit organizations that are part of the Mentor Center Network that have a current mentoring program and are seeking to expand mentoring services to youth who are on their wait lists are eligible to receive this support.

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

FAFSA Mobile Labs

The main objective of this project is to close the gap on the annual FAFSA application completion rates among our economically challenged high school students. Students are required to complete the FAFSA in order to access potential funding to support their post-secondary education.

Student Urgent Relief Fund

The objective of the Student Urgent Relief Fund will be to address student financial emergencies that can interrupt and ultimately jeopardize their ability to complete a post-secondary education.

Mentoring Partnership Program Support

Achieve Palm Beach County along with United Way’s Mentor Center will address a deficit in the support of children of color to assist in their successful graduation from high school and enrollment in a post-secondary institution. Approximately 60% of the youth waiting to be matched are boys and young men of color. According to the Birth to 22’s Youth Master Plan, approximately 50% of youth in public schools say they do not have one adult they feel safe and comfortable speaking with. Mentoring is a solution to these issues.

**Services:**

FAFSA Mobile Labs

Achieve Palm Beach County is seeking 60 tablets that will be used for the following: FAFSA training, FAFSA completion, My Career Shines and Kahn Academy training. Achieve Palm Beach County will engage institutional partners through the Florida State College System, Kuder and College Board to provide training for key community members identified through Parent and Family Engagement Team outreach. Achieve Palm Beach County’s Parent and Family Engagement Team will design and implement training schedules with program partners.

Student Urgent Relief Fund

Achieve Palm Beach County is seeking funds in the amount of \$10,000 to expand program bandwidth to assist an additional 20 students. The fund will be housed and disbursed through Achieve Palm Beach County. By way of the Student Urgent Relief Fund Subcommittee, community partners from Florida Atlantic University, Johnson Scholarship Foundation, Take Stock in Children PBC and Palm Beach State College have agreed to serve on the application review committee.

Ray Larsen, Executive Director of the Heart of Florida United Way, has been engaged to provide training and share best practices of their emergency funding strategies. Mr. Larsen has directed the longest running emergency fund for Seminole State College, and supports Achieve Palm Beach County’s strategy.

### Mentoring Partnership Program Support

The funds received through this opportunity are to be used to support mentoring efforts to increase mentor/mentee matches. Based on the national Elements of Effective Practice for Mentoring, funding would be available to support the following:

- Mentor/Mentee recruitment
  - o Marketing, advertising, promotional materials, events to recruit mentors
- Screening
  - o Level 2 background screenings
  - o Drug tests
- Training
  - o Food and refreshments for trainings for new and prospective mentors
  - o Mentor trainings aimed at improving program quality
- Matching
  - o Interview tool from National Mentoring Partnership
- Monitoring and Support
  - o Database to store mentoring match information
- Match Closure
  - o Special lunch meeting to close the match

### **Outcomes:**

#### FAFSA Mobile Labs

Clients will be served through the FAFSA Mobile Lab at six locations throughout Palm Beach County (e.g., the Glades, West Palm Beach, Riviera Beach, Delray Beach) based on economic need and selection by the Achieve Palm Beach County Parent and Family Engagement Team. Each location will have a different goal based on population size; however, overall Achieve PBC seeks to improve FAFSA Completion rates by 3% in year one and 5% in year two. During the FCAN FAFSA Challenge, communities have seen 3-5% average increases with targeted strategies. The recent overall FAFSA completion rate in Palm Beach County is in the 50% to 54% range. The number of trainings and students provided any of the trainings discussed in this proposal will be reported.

#### Student Urgent Relief Fund

Clients served through the Student Urgent Relief Fund will be given appropriate assistance based on their request that shall include but not be limited to: information on state and federal aid, community based in-kind aid such as automobile repairs, or cash as deemed necessary. Achieve PBC is currently engaging with community partners to create a network of resources with which to assist students. Students identified as having a greater financial instability and need will also be provided with financial literacy support. Current criteria include being enrolled in a minimum of 6 credits and be in academic good standing. Awards will be capped at \$500 for the pilot term which will allow the fund to assist a minimum of 20 students through the funds provided in this grant. Additional students will be assisted through in-kind community support. Approximately \$10,000 has already been raised to support the program in its first year through a partnership with the Birth to 22: United for Brighter Futures initiative. The number of students assisted, and the type of assistance provided, will be tracked.

Palm Beach State College is actively engaged in supporting the endeavor with participation on the committee by their new One Stop Center Director Michelle Wilkes.

#### Mentoring Partnership Program Support

The Mentor Mini-grants will be provided to non-profit agencies based on the existing application process, and the number of mentor-mentee matches, along with how the funds are used, will be a part of the outcomes. The signed Memorandum of Understanding (MOU) with each agency will be provided to Palm Beach County as well.

#### **Report Submissions:**

##### FAFSA Mobile Labs

The FAFSA Mobile Lab equipment will be purchased by September 30, 2018, with receipts provided to Palm Beach County no later than October 5, 2018, and all data on the use of these grant funds will be reported to Palm Beach County by September 30, 2019, in a format acceptable to the COUNTY.

##### Student Urgent Relief Fund

The SURF Fund will be implemented September 2018, and will have an ongoing data collection process. The final report on the use of these funds will be submitted to Palm Beach County by September 30, 2019, in a format acceptable to the COUNTY.

#### Mentoring Partnership Program Support

United Way will oversee a competitive application process for mini grants in July/August 2018. Applicants will have three weeks to submit their completed applications. A committee composed of United Way and Achieve Palm Beach County staff, and community volunteers, will review applications and make funding recommendations in August/September 2018. Grant funds will be fully disbursed to agencies by September 28, 2018. The signed MOUs with each agency will be provided to the County by October 5, 2018. A completed report on the use of the funds will be provided by September 30, 2019, to include all agreed upon supporting documentation, in a format acceptable to the COUNTY.

The AGENCY agrees to submit all required data reports and financial reports by the stated time-frames in order to be in contract compliance. All required documentation/reports will be in substantially the same format(s) as are attached in Exhibit C and in a format acceptable to COUNTY.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by AGENCY is defined in **Exhibit A**. Upon 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.

AGENCY will invoice COUNTY the amount of \$10,000 to establish the Student Urgent Relief Fund (SURF) to be paid by the COUNTY in one advance lump sum payment. A final reconciliation will be due no later than September 30, 2019. Any unspent COUNTY funds shall be returned to the COUNTY no later than November 1, 2019 (See Article 3.E.).

Item	Invoice Due Date	Reporting Date	Deliverable(s)	Total Cost
Purchase 60 Tablets plus carrying cases	9/30/18	N/A	Copies of invoice and proof of payment	\$18,570 <sup>1</sup>
Purchase 6 AT&T Hot Spots & Activation Fees	9/30/18	N/A	Copies of invoices and proof of payment	\$1,409.94 <sup>1</sup>
Fund Hot Spot Service for two (2) years	9/30/18	N/A	Copies of invoice and proof of payment	\$7,200 <sup>1</sup>
Provide Training and Trainer Support	9/30/18	Final data report due 9/30/19	Copies of sign-in sheet(s) and training agenda	\$18,820.06
Establish SURF fund	9/30/18	Final report due 9/30/19	Invoice for advance, lump sum payment in amount of \$10,000 to establish the SURF fund	\$10,000
Award Mentor Center Mini-Grants	9/30/18	Final report due 9/30/19	Copies of each non-profit agency's signed agreement/ Memorandum of Understanding, at time of final invoice  MOUs must be in place by 9/30/18	\$15,000  (Up to \$7,500 Each)
Achieve Administration & Support (10%)	9/30/18	9/30/19	Invoice on AGENCY'S Letterhead  Billable at final invoice due by October 5, 2018	\$7,100
TOTAL CONTRACT				\$78,100

<sup>1</sup>All out-of-pocket expenses must be incurred no later than September 30, 2018, and all AGENCY invoices received by the COUNTY no later than October 5, 2018.

**EXHIBIT C**

1. United Way’s Mentoring Support Opportunities Mini-Grants packet..... 4 pages

2. United Way’s Memorandum of Understanding format ..... 1 page

3. FAFSA Lab and SURF Fund Reporting Mechanisms template ..... 3 pages

4. Mentoring Support Opportunities Report Summary template ..... 1 page



## **Mentoring Support Opportunity Guidelines- FY 2017-2018**

### ***What is the Mentoring Support Opportunity?***

According to The Chronicle of Evidence-Based Mentoring, "Research has found that children from disadvantaged backgrounds who end up thriving in adulthood often cite these caring nonfamilial adults or, 'natural mentors', as a main source of support. In looking to increase access to a post-secondary credential attainment, Achieve PBC is working with the United Way Mentor Center to increase both quality and capacity of mentoring programs within our county's underserved population of young men and boys of color. As a nationally recognized division of the United Way, the Mentor Center is affiliated by National Mentoring Partnership that maintains best practices standards that help ensure program quality. Through the Mentor Support Opportunity Mini-Grants, United Way of Palm Beach County seeks to increase both quality and capacity for programs in the Mentor Center Network that are following the Elements of Effective Practice. The Elements are nationally recognized best practice standards that help ensure program quality.

Launched in 2014, the Mentoring Support Opportunity was conceived as a way to help mentoring programs make additional matches in order to alleviate the wait list of approximately 1,400 mentees in Palm Beach County. Mentor Center Network programs can receive up to \$7,500 to increase match capacity within their programs.

United Way will issue a competitive RFP for mini grants in August 2018. Applicants will have three weeks to submit their completed applications. A committee composed of United Way staff and community volunteers will review applications and make funding decisions in September 2018. Grant funds will be fully paid out in September 2018.

Within one year of the awarding of a mini-grant, recipients will be required to submit a *Mentoring Support Opportunity Report* to United Way, describing outcomes achieved as a result of the grant. In addition to the report, United Way requires a Financial Reconciliation Statement, attesting to the use of all funds.

### ***Who is eligible to apply?***

Only 501(c)(3) non-profit organizations that have a current mentoring program, do not currently receive funding from the United Way, and have not been recipients of Mentoring Support Opportunity funds within the past 12 months are eligible to apply. Programs that are current Mentor Center Network members, or wish to become Network members in the future, will be given priority. Organizations that provide mentoring with youth involved in the child welfare and/or juvenile justice system are encouraged to apply as well.

### ***What can an agency receive funding for?***

Funding can only be used toward programmatic implementation. Specifically, funding should go toward implementing one or more parts of the Elements of Effective Practice that are currently out of the program's financial capacity. Based on the Elements of Effective Practice for Mentoring, examples include:

- Mentor/Mentee recruitment
  - Marketing, advertising, promotional materials, events to recruit mentors
- Screening

- Level 2 background screenings
- Drug tests
- Training
  - Food and refreshments for trainings for new and prospective mentors
  - Mentor/mentee and staff trainings aimed at improving program quality
- Matching
  - Interview tool from National Mentoring Partnership
- Monitoring and Support
  - Database to store mentoring match information
- Match Closure
  - Special lunch meeting to close the match

Funds can NOT be used for staff compensation or other agency costs not directly associated with program implementation.

### ***How can an agency apply?***

Mentoring Support Opportunity applications are available as of **August 15, 2018**. Applications must be submitted by **5:00pm on September 5, 2018**. Late applications and applications missing required information will not be accepted.

Applications with all required signatures and all supporting materials must be emailed no later than 5:00 p.m. on September 5, 2018 to Sydney Congdon at [SydneyCongdon@unitedwaypbc.org](mailto:SydneyCongdon@unitedwaypbc.org) with the following subject line: **Mentoring Support Opportunity – [Name of Organization/Program]**.

An Application Advisory Panel will review the applications and make funding recommendations to United Way of Palm Beach County's Community Impact Committee. The panel will consist of representatives from United Way of Palm Beach County and community stakeholders.

### ***What documentation must be submitted after services have been rendered and the project is complete?***

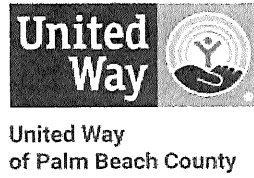
Prior to **August 31, 2019**, the organization will be required to submit a *Mentoring Support Opportunity Report Form* to United Way of Palm Beach County. The organization will also be required to submit a financial reconciliation statement (accounting for the use of all funds), a client impact story and demographic data of mentees served. Other documentation may be requested as well.

In addition, it is strongly encouraged that program staff as well as the organization's Executive Director/CEO attend a Racial Equity Institute workshop. The United Way hosts several of these workshops throughout the year and programs will be notified when registration for each session is open.

(PLEASE SEE ATTACHED TEMPLATE FOR MENTORING SUPPORT OPPORTUNITY REPORT FORM AND FINANCIAL RECONCILIATION STATEMENT)

### ***Who can an agency contact with questions?***

Sydney Congdon- *Mentoring Outreach Coordinator*  
 United Way of Palm Beach County  
 (e) [SydneyCongdon@unitedwaypbc.org](mailto:SydneyCongdon@unitedwaypbc.org) (p) 561-375-6642



## **Mentoring Support Opportunity Report Form- FY 2018-2019**

Organization:

Program:

*Due August 31, 2019*

Please answer the following questions pertaining to your Mentoring Support Opportunity grant. Please limit the report to two pages or less.

1. Provide a brief description of your program.
2. Provide a brief description of the *Elements of Effective Practice* implemented as a result of this opportunity.
3. How many new matches resulted from the project?
4. How will your agency sustain the matches?
5. Were there any unanticipated challenges? If so, how did you address them and/or how will you address them in the future?
6. What was the amount of funding used for this project?
7. Did your program staff and/or Executive Director/CEO attend an REI workshop?
  - a. If yes, who attended and on what date(s)?
  - b. If no, please provide an explanation as to why not.
8. Please attach a Client Impact Story (narrative form).
9. Please attach the Financial Reconciliation Statement. (SEE BELOW)

**Financial Reconciliation Statement**

As required by the provisions of the Agreement between the United Way of Palm Beach County and all recipients of Mentoring Support Opportunity grants for FY 2018-2019, attached is a final financial reconciliation of the funds provided by the United Way of Palm Beach County. This form must be completed and submitted to the United Way of Palm Beach County by August, 31, 2019.

Mark one of the applicable boxes below related to the project budget:

☐ All funds provided by United Way of Palm Beach County were spent in accordance with the provisions of the Agreement;

OR

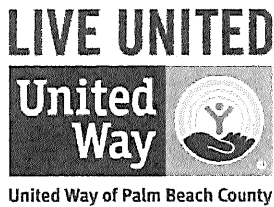
☐ There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Agreement, will be returned to the United Way of Palm Beach County by \_\_\_\_\_ [date]; all other funds were spent in accordance with the provisions of the Agreement.

The undersigned states that he/she is the CFO or other individual duly authorized by the governing board of \_\_\_\_\_ to sign this type of document. This information is a true and accurate representation of the expenditure of United Way of Palm Beach County funds under the Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



Memorandum of Understanding  
Mentoring Support Opportunity

Date:

United Way of Palm Beach County Point of Contact: Gary  
Graham  
garygraham@unitedwaypbpc.org  
561.375.6638  
477 South Rosemary Ave., #230  
West Palm Beach, FL 33401

Agency Point of Contact:

Name:  
E-Mail:  
Phone:  
Address:

United Way of Palm Beach County is pleased to notify you of your mentoring mini-grant award! Upon receipt of the funds (Amount of Funding) from United Way of Palm Beach County, (Agency Name) will commence the scope of work detailed in the submitted application and approved by UWPBC staff and the volunteer committee, related to any one of the six Elements of Effective Practice.

Within five (5) months of the date of the award or upon completion of the project (whichever comes first), the agency will be required to submit a *Mentoring Support Opportunity Report* to United Way (see attached). Your agency will also be required to submit a Financial Reconciliation Statement accounting for the use of all funds (see attached). By accepting this award, the agency agrees that the CEO/Executive Director and program director/staff working with the mentoring program are strongly encouraged to attend the Racial Equity Institute and Trauma Informed Care trainings, as specified by United Way.

Completed forms and statements with all required signatures and all supporting materials must be emailed no later than (Date and Time) to Gary Graham, at [GaryGraham@unitedwaypbpc.org](mailto:GaryGraham@unitedwaypbpc.org), with the following subject line:  
**Mentoring Support Opportunity – Final Report (Agency Name)**

This memorandum confirms an agreement between the United Way of Palm Beach County and your agency.  
Confirmed by:

\_\_\_\_\_  
Seth Bernstein, Psy.D., Senior Vice President  
United Way of Palm Beach County

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date Signed



ACHIEVE PALM BEACH COUNTY  
YOUTH SERVICES DEPARTMENT REPORTING MECHANISMS  
2018/2019

MOBILE FAFSA LABS

MOBILE LAB SITE	FAFSA LAB DATES	NUMBER OF ATTENDEES	SUBMITTED APPLICATIONS	COMPLETED APPLICATIONS	INCREASE IN FORM COMPLETION
Site 1	• Date(s)	#	#	#	
Site 2					
Site 3					
Site 4					
Site 5					
Site 6					

ADDITIONAL MOBILE COLLEGE READINESS APPLICATIONS 1: KAHN ACADEMY

Assistance in tutoring in college / military entrance exam preparation

MOBILE LAB SITE	KAHN ACADEMY TRAININGS	NUMBER OF ATTENDEES	STUDENT LOG ON ACTIVATION	PARENT / GUARDIAN LOG ON ACTIVATION
Site 1	• Date(s)	#	#	#
Site 2				
Site 3				
Site 4				
Site 5				
Site 6				



ADDITIONAL MOBILE COLLEGE READINESS APPLICATIONS 2: MY CAREER SHINES

Assistance in vocational and academic interests, post-secondary placements and career exploration

MOBILE LAB SITE	MY CAREER SHINES TRAININGS	NUMBER OF ATTENDEES	STUDENT LOG ON ACTIVATED	CAREER ASSESSMENT COMPLETE
Site 1	• Date(s)	#	#	#
Site 2				
Site 3				
Site 4				
Site 5				
Site 6				

FAFSA Mobile Labs

The FAFSA Mobile Lab equipment will be purchased by 9/30/2018 with receipts provided to Palm Beach County by 10/05/2018, and all data on the use of these grant funds will be reported to Palm Beach County by 9/30/2019.

\*Kahn Academy and My Career Shines are additional tools that are able to be shared through the MOBILE FAFSA LAB project

\*Six locations throughout Palm Beach County will be selected



Student Urgent Relief Fund

The SURF Fund will be implemented at Palm Beach State College in year one.

STUDENT SITUATION (Privacy laws honored)	PELL ELIGIBILITY (confirmed by PBSC)	SURF COMMITTEE REVIEW	ACTION TAKEN	AMOUNT AWARDED	SOURCE OF FUNDING	STUDENT STATUS AT END OF SCHOOL YEAR
SITUATION DESCRIPTION	YES / NO	DATE OF REVIEW	SPECIFIC ACTION TAKEN: REFERRED / RESOLVED	INCLUDING BACK-UP DOCUMENTATION	i.e.: COUNTY	STILL ENROLLED, GRADUATED, TRANSFERRED, OTHER



Agency	Mentor Matches/ Outcomes	Funds Expended	Project Description
Total	0	\$0	
Mentor Matches/ Outcomes			


2018-

BGEX 150 07101800000000001580

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 8/02/2018	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	78,896	446,217	0	78,100	368,117	0	368,117
0001-154-2066-8201 Contributions Non-Govtl Agency	100,000	100,000	78,100	0	178,100	100,000	78,100
TOTALS			78,100	78,100			

<div>YOUTH SERVICES DEPARTMENT</div> <div>INITIATING DEPARTMENT/DIVISION</div> <div>Administration/Budget Department Approval</div> <div>OFMB Department - Posted</div>	<div>Signatures &amp; Dates</div> <div></div> <div></div> <div></div>	<div>BY BOARD OF COUNTY COMMISSIONERS</div> <div>AT MEETING OF 08/14/2018</div> <div></div> <div>Deputy Clerk to the</div> <div>Board of County Commissioners</div>
---	---	---