

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

Recommended by:  2/27/19
for Department Director Date

Approved by:  3/7/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$458,326	*	*	*	*
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$458,326	*	*	*	*
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

Budget Account Exp No:
Fund 0001 Dept 153 Unit 2514 Obj 8201 \$443,326
Exp No:
Fund 0001 Dept 153 Unit 2514 Obj 3401 \$ 15,000

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

The fiscal impact associated with this Contract shall be funded by existing 2019 ad valorem.

*Fiscal impact to be determined from the annual appropriation for this purpose approved by the Board in September of each year.

Departmental Fiscal Review: *Guinevere Lyons* *dl*

III. REVIEW COMMENTS

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

Lisa R 3/1/19
OFMB *2/28* *2/28* *2/28*
Dr. J. Jacobson 3/5/19
Contract Development & Control *3/5/19 TR*

B. Legal Sufficiency:

Deane C. King 3-6-19
Assistant County Attorney

C. Other Department Review:

Army Wolf
Department Director

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

Background and Justification: (continued)

Since 1995, Friends has provided support for the SCSP by processing payments to the specific summer camp vendors based on invoices camp vendors based on invoices reviewed and submitted by the Outreach & Community Programming Division. For FY19, the Board previously allocated \$454,326 to fund the SCSP for eligible children, which also included an administrative fee of \$11,000. Due to an increase in audit and insurance fees, the administrative fee has been increased by \$4,000, for a total amount of \$458,326. The additional amount will be funded by the recommended budget transfer from the current operating budget. Friends receives funds from the Children's Services Council of Palm Beach County, in addition to other grants and private donations, and the County, resulting in the SCSP's ability to provide approximately 3,931 scholarships to Palm Beach County youth to attend more than 111 camps. For each of the automatic renewal periods, the YSD will provide notice to Friends of annual appropriation approved by the Board for the SCSP. 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 audit and insurance.

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of this _____ day of _____, 2019, 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 Youth Services and Palm Beach County, Inc., f/k/a 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 COUNTY and the AGENCY have a long history of partnering in many initiatives, including but not limited to, providing children identified in need and/or underserved with a summer camp scholarship, which is now administered by the Palm Beach County Youth Services Department (Department); and

WHEREAS, the parties desire to recognize the AGENCY'S name change from Friends of Community Services, Inc. to Friends of Youth Services and Palm Beach County, Inc., filed September 25, 2018; and

WHEREAS, the COUNTY and the AGENCY recognize the advantages of collaboration to enhance resources and service capacity to meet the needs of low-income and/or underserved residents, particularly youth in Palm Beach County; and

WHEREAS, Children's Services Council of Palm Beach County's funds are also managed by the AGENCY which provide additional summer camp scholarships; and

WHEREAS, the COUNTY and the AGENCY desire to memorialize their understanding and clearly define their respective roles related to resources and service capacity to meet the needs of low-income and/or underserved residents; and

WHEREAS, the AGENCY provides Summer Camp Scholarship Program (SCSP) and funding administration services, and other COUNTY approved programs funding administration services; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The foregoing recitals are true and correct and incorporated herein by reference.

Regarding SCSP, but not other initiatives in Palm Beach County, 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 and B**. No changes in the Scope of Work or services are to be conducted without the written approval of the Department. The AGENCY receives contracted funds from within Palm Beach County or Palm Beach County Board of County Commissioner's departments; 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, 2018, and complete all services on or before September 30, 2019.

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

This Contract will automatically renew for four (4) one (1) year terms, at the COUNTY'S sole discretion, or unless either party notifies the other pursuant to Article 24, Termination.

ARTICLE 3 – PAYMENTS

- A) The COUNTY shall pay to the AGENCY for services rendered under this Contract an amount not to exceed FOUR HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS (\$458,326) for Year 1 of this Contract, which includes \$15,000 for the Annual Administrative Expense of the AGENCY, as set forth in **Exhibit B** herewith. For each year of the automatic renewals thereafter, the total amount for SCSP scholarships and AGENCY Annual Administrative Expense shall not exceed the annual appropriation for this purpose approved by the COUNTY in September of each year, provided there are no material changes in the expectations of the services to be rendered. In no case shall the total cumulative amount billed under this Contract exceed the cumulative amounts defined in **Exhibit B**.
- B) The Department, on behalf of the COUNTY, shall provide written notice to the AGENCY, as set forth in **Exhibit E**, no later than September 30th of each year stating the annual appropriation for the purpose of SCSP scholarships and the funding administration services approved by the COUNTY for the following fiscal year.
- C) In accordance with **Exhibit B** and upon invoice by the AGENCY (May 1st of each year), the COUNTY will make payment to the AGENCY in the amount noticed in this Article 3, Paragraph B above, to establish the AGENCY'S funding source for the payment of scholarships to SCSP Providers, as set forth in **Exhibit A**. A final reconciliation of SCSP scholarship payments made by the AGENCY to SCSP Providers, on the COUNTY's behalf, including reports and deliverables required by **Exhibits A and B**, will be provided to the COUNTY no later than November 30th of each year. Any remaining balance, of the COUNTY's funding for this purpose, not expended by September 30th of each year, will be returned by the AGENCY to the COUNTY no later than November 30th of each year.

- D) In accordance with **Exhibit B** and upon invoice by the AGENCY (October 1st of each year), or as otherwise provided, for the mutually agreed upon Annual Administrative Expense of the AGENCY, as set forth in **Exhibit B**. Annual Administrative Expense shall include direct and indirect cost of funding administration services by the AGENCY to the COUNTY for the SCSP, which includes multiple funding sources (COUNTY and non-COUNTY).
- E) On or before November 30th of each year, the AGENCY must provide the COUNTY with a final reconciliation of SCSP scholarship payments made by the AGENCY to SCSP Providers, on COUNTY'S behalf, including:
- 1) Copies of completed SCSP Check Request Form (**Exhibit C**) together with SCSP Providers' parent/guardian sign-in sheets signed by SCSP Provider's staff signature.
 - 2) Bank statements with copies of cancelled checks and proof of payments.
 - 3) Report from SCSP database.
- Any remaining balance of annual funds paid to the AGENCY for the purpose of SCSP scholarship payments to SCSP Providers on the COUNTY'S behalf, shall be returned by the AGENCY, to the COUNTY no later than November 30th of each year. This final reconciliation shall constitute the AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any scholarship expense not properly included on this financial reconciliation shall be returned to the COUNTY and waived by the AGENCY.
- F) All requests for payment of this Contract shall include an original cover memo on the AGENCY'S letterhead signed by the Authorized Agency Representative, or Designee, in a format acceptable to the COUNTY. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative. 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.
- G) The Program and Schedule of Payments definitions for this Contract year are set forth in **Exhibit B**.
- H) 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 - INSURANCE

The AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the term of this Contract, insurance coverages and limits (including endorsements), as described herein. Failure to maintain the required insurance shall be considered default of this Contract. The requirements contained herein, as well as the 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 AGENCY under the Contract.

- A. **Commercial General Liability** – The AGENCY shall maintain, on a primary basis, Commercial General Liability insurance at a limit of not less than \$500,000 each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
- B. **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, and provide a copy of the endorsement to the COUNTY upon request. 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."
- C. **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.
- D. **Certificates of Insurance** – Prior to the execution of this Contract and thereafter within forty-eight (48) hours of the COUNTY'S request to do so, AGENCY shall deliver to the COUNTY or the COUNTY's designated representative, JDi Data Corporation using the CTrax Portal, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall to the extent allowable

by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation or non-renewal of coverage, and ten (10) days' notice for non-payment of premium. **Certificate Holder shall read:**

Palm Beach County
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052,
Ft Lauderdale, FL 33309

- E. **Umbrella or Excess Liability** - If necessary, the AGENCY may satisfy the minimum limits required above for Commercial General 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 Commercial General 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.
- F. **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 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. The AGENCY shall not be responsible for the conducting or payment of criminal background checks for SCSP providers and SCSP attendees and their affiliates not under direct control of the AGENCY.

ARTICLE 10 – 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 this Contract.

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 COUNTY 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**.
- F. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, or are for any reason to have been spent on ineligible expenses.

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 compiled 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. 2nd 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 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.

Notwithstanding anything contained herein, the AGENCY shall be required to submit each subcontractor's information to the COUNTY, and the COUNTY will provide written acceptance/non-approval to the AGENCY.

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 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 part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY, without cause upon ten (10) business days' written notice to the AGENCY, or by the revocation of the License Agreement by either party as set forth in **Exhibit D**. The party moving to dissolve with notice of dissolution must give written notice explaining why and allow the receiving party sixty (60) days to amenablely resolve any issues causing such a move to dissolve. In the event of termination of this Contract, assets and capital identified as belonging to the AGENCY will remain with the AGENCY, and funds identified as belonging to the COUNTY will remain with the COUNTY. 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, 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 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., Sixth Floor
West Palm Beach, FL 33401

and:

Palm Beach County Facilities Development & Operations
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

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

Board of Directors
Friends of Youth Services and Palm Beach County, Inc.
c/o Palm Beach County Youth Services
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

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 the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. The 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 OR BY TELEPHONE AT 561-355-6680.

ARTICLE 31 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized

Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 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 F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 32 – SPACE

- A. **Use and Occupancy of the Office Space.** The COUNTY shall provide the AGENCY with office space (Premises) in the COUNTY'S building (Building), located at 50 S. Military Trail, West Palm Beach, FL 33415, which shall be used solely and exclusively for general office purposes by their staff and Board members, and any other COUNTY employees and/or volunteers of the AGENCY volunteering under the auspices of the COUNTY who are necessary to support the goals of the AGENCY. The AGENCY shall have the right to use the Premises for as long as: the building is occupied by the COUNTY or this Contract has not expired or otherwise terminated or the AGENCY'S rights have not been revoked as provided for in Article 24 of this Contract. Additional provisions on the use of and restrictions regarding the Premises are in the attached **Exhibit D**, incorporated herein.
- B. **Role of the Department Director and the AGENCY regarding the Premises.** The Department Director shall be the final authority as to the cooperative operation, use and occupancy of the AGENCY designated office space under the terms and conditions of this Contract with the right to resolve any disputes that may arise, so long as such resolution does not require or result in any act that constitutes a breach of this Contract by either the COUNTY or the AGENCY. The AGENCY shall make every reasonable effort to cooperate with other COUNTY employees and departments to facilitate performance of this section.

ARTICLE 33 – LIAISON BETWEEN THE COUNTY AND THE AGENCY

The Department Director, or designee, shall be the liaison between the COUNTY and the AGENCY. This liaison relationship will be the primary means of communication between the parties to this Contract. Nonetheless, there will be occasional communications among the COUNTY'S personnel, the COUNTY, and the officers and directors of the AGENCY. The Department Director, or designee, may attend any meeting of the AGENCY'S Board of Directors or any meetings of its committees or volunteer groups.

ARTICLE 34 – AGENCY FUNDING AND BUDGET

- A. **Funding.** The funding of the AGENCY shall be utilized for the benefit of the community. In addition to cooperatively funding the AGENCY, the COUNTY and the AGENCY may separately supplement or enhance the funding to meet the needs of low-income and/or underserved residents at their discretion. The AGENCY shall, throughout the term of this Contract, use its best efforts to continue to provide funding for the management and operation of the AGENCY.

- B. **Fundraising.** Fundraising activities of the AGENCY designed to support and further the ability to meet the needs of low-income and/or underserved residents may be conducted in coordination with the efforts of the COUNTY. The AGENCY'S fundraising efforts will focus on establishing new donors and sources in order to increase community funding.
- C. **Grants.** The AGENCY will respond to proposals and seek grant funds to support operating expenses. The AGENCY does not provide direct services to meet the needs of low-income and/or underserved residents and therefore will not compete with local providers for service dollars.
- D. **Annual Budget.** The AGENCY'S Board of Directors shall be responsible for the preparation and submission, to the COUNTY, of an annual budget for the AGENCY.
- E. **Reporting.** The AGENCY shall provide to the COUNTY financial reports, including but not limited to:
1. An annual profit/loss statement; and
 2. Any other information required under this Contract.

ARTICLE 35 – MUTUAL COOPERATION AGREEMENT

Upon approval of this Contract, the Agreement between the COUNTY and the AGENCY for mutual agreement (R2013-1061), approved by the COUNTY on August 13, 2013, is automatically terminated and relieves the parties of all future obligations.

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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: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: E. Jacobson
Youth Services Department

WITNESS:

AGENCY:

J. B.
Signature

Friends of Youth Services and Palm Beach
County, Inc.
Company Name

Jaqueline Burke
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 for the SCSP and other funding administration services in Palm Beach County.

The AGENCY is allocated funding annually from the COUNTY to provide a funding source to process payments in support the SCSP and the AGENCY's funding administration services cost. The AGENCY processes payments to the specific SCSP Providers based on invoices submitted by the SCSP Providers and approved by the Department's Outreach & Community Programming Division. The AGENCY maintains financial records and reports of payments and receipts for SCSP funding.

UNDER THIS SCOPE OF WORK, AGENCY WILL:

- Administer funds for the SCSP and other COUNTY approved programs on behalf of the COUNTY.
- Submit annual final reconciliation and supporting documentation to include: SCSP Provider Invoice, generated on the SCSP database as submitted for approval by the COUNTY to the AGENCY, and SCSP Check Request Form (**Exhibit C**) together with SCSP Provider parent/guardian sign-in sheets with SCSP Provider's staff signature, generated by the SCSP database, as well as proof of payment (bank statements and cancelled checks).
- Receive donations for SCSP and other COUNTY approved programs.
- Maintain financial reports for SCSP and other COUNTY approved programs' expenditures.
- Review invoices and supporting documents available on the SCSP database and as provided by other COUNTY approved programs and SCSP Providers for disbursement through bill pay, or other approved method of payment.
- Provide input for fiscal processes related to the COUNTY'S rendering of the SCSP, with the ultimate decision lying with the COUNTY.

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

UNDER THIS SCOPE OF WORK, THE COUNTY WILL:

- Establish programmatic guidelines and requirements for the SCSP.
- Recruit SCSP Providers for participation in the SCSP.
- Coordinate completion of SCSP Application Packets.
- Establish maximum SCSP scholarship amounts.
- Establish approved SCSP Provider List.
- Market the SCSP within Palm Beach County.
- Process and approve SCSP Applications.
- Award scholarships to eligible Palm Beach County residents.
- Monitor the approved SCSP Providers throughout the summer for attendance and compliance with established guidelines.
- Review and approve/process invoices submitted from SCSP Providers, through the SCSP database which generates a Check Request Form (**Exhibit C**) to the AGENCY for payment to the SCSP Provider.

- Review final reconciliation for authenticity and accuracy. 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**.
- Monitor utilization of funds allocated for SCSP scholarships.
- Develop and present annual report to funders.

BILLING/ PAYMENTS:

The COUNTY shall provide the AGENCY with funding to establish a funding source for SCSP Provider payments in accordance with Article 3 of this Contract and **Exhibit B**. The AGENCY is obligated to provide the COUNTY with an annual final reconciliation of SCSP Provider payments and expense incurred for same, to date, relative to this Contract no later than the November 30th of each year, for funding administration services of the SCSP identified on **Exhibit B**. Any amounts not expended by the AGENCY by September 30th of each year, shall be returned to the COUNTY no later than November 30th of each year. Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract.

Final reconciliation supporting documentation is to include, for review and approval by the COUNTY'S representative:

- 1) Report from SCSP database.
- 2) Copies of completed SCSP Check Request Form (**Exhibit C**) together with SCSP Providers' parent/guardian sign-in sheets signed by SCSP Provider's staff signature.
- 3) Proof of payment (copy of the AGENCY'S cancelled check and/or bank statement showing applicable transaction or paid receipt to SCSP Provider).

EXHIBIT B

SCHEDULE OF PAYMENTS

AGENCY		Friends of Youth Services and Palm Beach County, Inc.	
Service Name and Definition		Deliverable(s) / Invoice Dates	Total Cost of Service
SCSP Scholarships On May 1 st of each year, the AGENCY will bill the COUNTY to establish the funding source to process payments to the specific SCSP Providers based on invoices submitted by the SCSP Provider to the Department's Outreach & Community Programming Division for approval. For Year 1 of this Contract (FY19), the sum of all SCSP Provider invoices will not exceed \$443,326. For each year thereafter, the funding level will be determined by the annual appropriation for this purpose approved by the Board of County Commissioners in September of each year.		•An original cover memo and invoice on the AGENCY'S letterhead signed by the Authorized Agency Representative, or Designee. •Billable May 1 st of each year.	Year 1 \$443,326; thereafter, as budgeted and approved by the Board of County Commissioners annually.
Annual Administrative Expense		•An original cover memo and invoice on the AGENCY'S letterhead signed by the Authorized Agency Representative, or Designee. •Invoice on AGENCY's letterhead. •Billable October 1 st of each year.	\$15,000

The sum of all SCSP Provider invoices will not exceed \$443,326 total in scholarship costs for Year 1 of this Contract; thereafter, the annual not to exceed amount shall be equal to the annual appropriation for this purpose approved by the Board of County Commissioners in September of each year.

Annually, the AGENCY will provide a final reconciliation of SCSP scholarship payments made by the AGENCY to SCSP Providers, on the COUNTY'S behalf, including reports and deliverables required by **Exhibits A and B**, to be provided to the COUNTY no later than November 30th of each year. Any remaining balance, of the COUNTY'S funding for this purpose, not expended by September 30th of each year, will be returned by the AGENCY to the COUNTY no later than November 30th of each year.

Annual 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. Annual 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 SCSP which runs during the dates as will be set each year by the COUNTY, and for other funding administration services for other COUNTY approved programs.

EXHIBIT C



50 S Military Trl, Ste 203, West Palm Beach, Florida 33415 Phone: (561) 242-5738

CHECK REQUEST FORM

Date:

Invoice Number:

To:

Total Weeks	Amount Per Child	Total
	Grand Total:	

Total Number of Participants:

Please remit a check in the amount of

Authorized Signature:

Jacqueline Burke, MSW
Program Coordinator
Youth Services Department

Authorized Signature:

Friends of Youth Services and Palm Beach County, Inc.

EXHIBIT D

LICENSE AGREEMENT USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises.** The office space (Premises) in the COUNTY'S Youth Services Department's building that COUNTY has provided to the AGENCY in this Contract shall be used exclusively for general office purposes by the AGENCY, its Directors, and any other COUNTY employees and/or volunteers of the AGENCY volunteering under the auspices of the COUNTY who are necessary to support the goals of the AGENCY. The AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common area of the Building to allow the AGENCY'S Directors and volunteers working within the Premises access to and use of the Premises. The AGENCY shall be entitled to use the Premises without charge.

The COUNTY will provide the AGENCY with office furniture, telephones, computer(s) and access to general office equipment including a copier and fax machine and related office supplies, as needed. Furniture and equipment for use by the AGENCY, located within the Premises, shall be arranged in a manner satisfactory to the Department Director. The AGENCY accepts the Premises in "as is" condition.

The AGENCY may, in a manner mutually agreeable to the AGENCY and the COUNTY, also use areas within the Building that are meant for shared use with other COUNTY departments (i.e. conference rooms/meeting rooms), including use of the Building's public common areas, to:

- a. Provide educational programs and presentations;
- b. Hold community meetings;
- c. Conduct AGENCY Board meetings; and
- d. Conduct any other function, program or campaign that is consistent with the purpose and mission of the AGENCY.

All such functions and activities must receive prior approval from the Department Director, or designee.

The AGENCY, through their Board of Directors, shall establish procedures with regard to activities, space utilization, and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at the AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses.** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the Building for any other business or purpose whatsoever, except as specifically set forth in this Contract and this **Exhibit D** without the prior written approval of the Director of the County's Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities.** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at the COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, the COUNTY shall complete the necessary repairs and the AGENCY shall reimburse the COUNTY for all expenses incurred by the COUNTY in doing so. Furthermore, the COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall the COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
4. **Waste and Nuisance.** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or the Building or which may affect the COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **County's Right to Enter.** The COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract and for purposes of inspection of the Premises generally.
6. **Revocation of License.** Notwithstanding anything to the contrary contained in this Contract, the rights to use COUNTY property granted to the AGENCY in this Contract and this **Exhibit D** amount only to a license to use the Premises, which license is expressly revocable by the COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from the COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract and this **Exhibit D** shall terminate and the COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
7. **Surrender of Premises.** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract, reasonable wear and tear excepted.
8. **Indemnity.** To the extent permitted by law, the AGENCY shall indemnify, defend and save the COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by the AGENCY of the Premises or any part thereof; or any act, error or omission of the AGENCY, its agents, contractors, employees, volunteers or invitees.

In case the COUNTY shall be made a party to any litigation commenced against the AGENCY or by the AGENCY against any third party, then the AGENCY shall protect and hold the COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by the COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Article shall survive termination or expiration of this Contract. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

EXHIBIT E

[Date]

Palm Beach County Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

Board of Directors
Friends of Youth Services and Palm Beach County, Inc.
c/o Palm Beach County Youth Services
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

Dear Agency:

On [Date], the Palm Beach County Board of County Commissioners (Board) approved a Contract [Resolution Number] for the provision of funding administration services by Friends of Youth Services and Palm Beach County, Inc. (Agency) to the County. In accordance with Article 3 of said Contract, the County is required to provide written notice to the Agency with the annual appropriation for Summer Camp Scholarships approved by the Board in September of each year.

On [Date], the Board approved the County's fiscal year [Year] budget. Included is [\$Amount] for summer camp scholarships and [\$Amount] for funding administration services provided by the Agency to the County during the contract term beginning October 1, [Year] and ending September 30, [Year], for a total not-to-exceed amount for fiscal year [Year] of [\$Amount]. All payments shall be made in accordance with the terms and conditions of the Contract, as may be amended.

Please feel free to contact my office with any concerns at (561) 242-5711, or by email at mliska@pbcgov.org.

Sincerely,

Director of Finance, Contracting & Administrative Services
Palm Beach County Youth Services Department

cc: Director, Palm Beach County Youth Services Department
County Attorney
Director of Outreach & Community Programming, Youth Services
Business & Community Agreements Manager, Facilities Development & Operations
Clerk & Comptroller, Palm Beach County

2019-

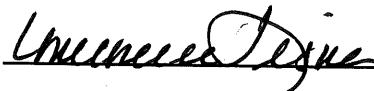

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/27/2019	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-150-1501-3140 Consultant Services	168,627	163,908	0	4,000	159,908	0	159,908
0001-153-2514-3401 Other Contractual Services	11,000	11,000	4,000	0	15,000	0	15,000
TOTALS			4,000	4,000			

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

Signatures & Dates



BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 03/12/2019
Deputy Clerk to the
Board of County Commissioners