

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 2019 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Community Based Agency Contract with Boys and Girls Clubs of Palm Beach County, Inc. (BGCPBC), for the period April 16, 2019, through September 30, 2019, in an amount not to exceed \$230,000 for the Career Bound 2.0 Program to prepare youth and young adults for college and career readiness including summer employment opportunities; and

B) a Budget Transfer of \$230,000 in the General Fund from the Head Start Match reallocation (Unit 1451) for evidence-based/promising programming to fund the cost associated with this Contract.

**Summary:** The BGCPBC seeks to partner again with Palm Beach County in 2019 to fund the Career Bound 2.0 Program (Program). This funding will allow the BGCPBC to serve up to a total of 140 youth at four (4) of its Clubs – Belle Glade Teen Center, Florence De George and Marjorie S. Fisher Clubs in West Palm Beach, and Max M. Fisher in Riviera Beach. This multi-prong Program will equip 120 teens and 20 alumni with the knowledge, skills, academic success, personal attributes, and first-employment experience required to be career ready. In addition, up to 40 youth will be employed through the teen employability component over a period of ten weeks during the summer, allowing each participant to be employed as Junior staff for up to 40 hours per week with one day weekly assigned for training including job coaching and career exploration. The County has provided funding for summer programs for four (4) years. Last summer, the Program resulted in a 97.5% increased employability and work readiness skills, and provided 45 employment opportunities to youth, exceeding contracted expectations. Districts 2, 6 and 7 (HH)

**Background and Justification:** The BGCPBC operates various locations, most of which are strategically located within high poverty areas throughout the county. This year's Program continues to build on the successful Career Bound Program, which is part of the Job Start to Job Smart component of foundational education, career exploration and entry-level employment and will prepare the youth to compete for jobs, succeed in the workplace, and explore how their skills and interests might translate to a career and the requisite educational requirements. The Program is a multi-pronged approach to help the selected and participating youth to: identify career goals, acquire skills and aptitudes to submit competitive applications to post-secondary, degree-granting institutions; acquire job-readiness skills; and obtain gainful employment and job coaching during the summer months. Funding under this Contract will allow for further summer employment and more advanced programming and job coaching.

**Attachments:**

- 1. Community Based Agency Contract
- 2. Budget Transfer

Recommended by: [Signature] 3/29/19  
Department Director Date

Approved by: [Signature] 4/8/19  
Assistant County Administrator Date



## COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of the \_\_\_\_\_ 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 Boys and Girls Clubs 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 23-7060561.

**WHEREAS**, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

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

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

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

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

The AGENCY'S representative/liaison during the performance of this Contract shall be Jaene Miranda, President (telephone no. 561-683-3287).

### **ARTICLE 2 - SCHEDULE**

- A. The AGENCY shall commence services on April 16, 2019, and complete all services by September 30, 2019.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

### ARTICLE 3 - PAYMENTS TO THE AGENCY

- A. 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 H below) shall not exceed a total Contract amount of TWO HUNDERED THIRTY THOUSAND DOLLARS (\$230,000). The AGENCY will bill the COUNTY on a monthly basis at the amounts set forth in the attached **Exhibit B** (Schedule of Payments) for services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. The COUNTY'S Director of Youth Services Department may authorize adjustments within the program budget of up to 10% provided there is not an increase in the total amount.
- C. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- D. 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.
- E. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15, 2019. Any amounts not requested by October 15, 2019, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- F. Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- G. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.
- H. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Twenty-Six Thousand Nine Hundred and Seventy-Two Dollars (\$26,972), 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.

- I. **Final Invoice**: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute the AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

#### **ARTICLE 4 - 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 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 maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum 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 coverage. Failure to maintain the required insurance shall be a basis for termination 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 the AGENCY under this Contract. Where applicable, coverage shall apply on a primary basis.

- 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. Should policy limit or exclude coverage for Sexual Abuse/Molestation to less than \$250,000 per occurrence, a separate policy for such

coverage shall be obtained so that a minimum of \$250,000 coverage per occurrence is provided.

- 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 does not 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.
- C. **Worker’s Compensation Insurance & Employers Liability** – The AGENCY shall maintain Worker’s Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- 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.”
- 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, within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the AGENCY shall provide a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect to the COUNTY through the COUNTY’S representative, JDi Data Corporation using the CTrax Portal, unless otherwise directed by the COUNTY. Said Certificate(s) of Insurance shall include a project description, and, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation ten (10) days for non-payment of premium) or non-renewal of coverage.

The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners  
c/o JDi Data Corporation  
100 W. Cypress Creek Road, Suite 1052  
Ft Lauderdale, FL 33309

- 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, coverage, 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 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. 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, 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 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.

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 expense, 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 clients' 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.

## **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 the Contract.



As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

#### **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. The AGENCY shall maintain separate financial records for Community Based Agency (CBA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual action areas, by administration and program costs. CBA's cost allocations are to be completed and posted by action area, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT may be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual

action area and be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.

- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute, during the Contract period or thereafter.
- E. The AGENCY shall 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 the attached Scope of Work, and the attached Schedule of Payments are adhered to. All contracted programs/services will be reviewed at least yearly. The DEPARTMENT staff may utilize and review other funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. 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.
- F. Reporting requirements.
  - 1. The AGENCY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
  - 2. Reports shall be provided at the following intervals and in the report formats as identified in **Exhibit A**.
    - i. Monthly reports shall be due no later than the 15<sup>th</sup> of the month and shall include the applicable data for the preceding month.
      - 1. The first monthly compliance report will be due no later than May 15, 2019.
    - ii. Annual report shall be due no later than the 15<sup>th</sup> of the month and shall include the applicable data for the preceding year.
      - 1. The Annual report is due no later than October 15, 2019.
      - 2. The AGENCY agrees to submit final outcomes by the stated time-frame in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
    - iii. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial

reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

The AGENCY shall have a representative attend mandatory meetings as may be set by the COUNTY.

- H. The AGENCY shall participate in further evaluation, conducted by the DEPARTMENT, or on behalf of the DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, the AGENCY shall:
1. Collect individual participant pre and post-implementation data, if applicable.
  2. Submit enrollment, attendance, and any necessary data and reports to the DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of the DEPARTMENT.
  3. Administer client satisfaction surveys provided by the COUNTY.
  4. Review the accuracy of their program information listed on the *Birth to 22: United for Brighter Futures* directory and ensure information is maintained current.

**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 four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two (2) 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

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

#### **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 this Article, Paragraph A.
- D. In the statement specified in this Article, 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 of 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 SE 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

**ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 18 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 19 - SUBCONTRACTING**

The COUNTY 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 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 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. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

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 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 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. Transfer pertinent client records and refer clients receiving services to another agency funded by the 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 the 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

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

Boys and Girls Clubs of Palm Beach County, Inc.  
Attn: Jaene Miranda, President  
800 Northpoint Parkway, Suite 204  
West Palm Beach, FL 33407

#### **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 - FEDERAL AND STATE TAX**

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

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 30 - 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 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 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.**

#### **ARTICLE 32 - 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.

{Remainder of page left blank intentionally}

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 COMPROLLER

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: *Debra C. Strind*  
County Attorney

By: *John Jacobson*  
Youth Services Department

WITNESS:

AGENCY:

*Jaene Miranda*  
Signature

Boys and Girls Clubs of Palm Beach County, Inc.  
Company Name

Lisa M Marchitto  
Name (type or print)

*Jaene Miranda*  
Signature

Jaene Miranda  
Typed Name

President  
Title

(corp. seal)

## EXHIBIT A

### SCOPE OF WORK

**Contract Period:** April 16, 2019 - September 30, 2019

**Agency Name:** Boys & Girls Clubs of Palm Beach County, Inc. (BGCPBC)

**Program Name:** Career Bound 2.0 (CB2.0)

**Target Population:** 120 BGCPBC teen members, ages 14-18, and 20 alumni, ages 18-22

**Geographic area(s) served:**

BGCPBC clubs in Belle Glade (33430), Riviera Beach (33407), and West Palm Beach (2) (33413 and 33407)

**Commission District(s):**

2, 6, and 7

**Overview:**

Boys and Girls Clubs of Palm Beach County (BGCPBC) propose to fully deliver the Career Bound 2.0 (CB2.0) at four teen-serving Clubs- Belle Glade Teen Center, Florence De George, and Marjorie S. Fisher Clubs in West Palm Beach, and Max M. Fisher in Riviera Beach. A multi-pronged program that utilizes a staff-directed, case management approach, CB2.0 helps youth members: identify career goals; acquire skills and aptitudes to submit competitive applications to post-secondary, degree-granting institutions; acquire job-readiness skills; increase developmental assets through service learning; and obtain gainful employment including job coaching during the summer months. BGCPBC alumni will have access to all CB2.0 components listed below and receive guidance to help them advance through a post-secondary degree-granting program and/or secure employment. BGCPBC will promote alumni working as Junior Staff into regular Club positions after Summer Camp. Parents/guardians will be invited to semi-annual Parent Assemblies to learn about post-secondary options and financial planning for post-secondary pursuits. Confidential assistance with FAFSA preparation is offered year-round, and parents will be invited to at least one College Tour during the funding period. Funding from the Palm Beach County Youth Services Department would cover costs associated with delivering the CB2.0 at four of BGCPBC's teen-serving Clubs for the summer 2019. As a result, CB2.0 will equip 120 teens and 20 alumni with the knowledge, skills, academic success, personal attributes, and first-employment experience required to be career ready.

**Evidence-based model or promising practice:**

BGCPBC's CB2.0 program replicates with fidelity the following three evidence-based **Career Exploration and Workplace Readiness** curricula developed by Boys & Girls Clubs of America (BGCA):

- **CareerLaunch:** A job-readiness and career-exploration program for teens that offers a variety of activities to hone decision-making, problem-solving, and critical-thinking skills. Members utilize interest inventories, explore various careers based on their interests and talents, discover corresponding educational and training paths, and map a plan for their future. This module includes mock interviews, dressing for success, vision boarding, and guest speakers from a variety of industries.
- **Junior Staff:** Teens explore careers in youth development or other human services, with a particular focus on BGCPBC work. Through experiential, work-based learning in career development, apprenticeship, customer service, and community service, teens develop crucial foundational workplace skills. These include team work, verbal and written communication skills, problem solving, and openness to different perspectives.
- **Money Matters:** This program promotes financial literacy, responsibility, and independence among members by building their basic money management skills. Participants learn how to manage a checking account, budget, save and invest. They also learn about starting small businesses and paying for college. Staff facilitate discussions about real life financial decisions such as allocating their pay checks across different needs categories—money for play, money for school, all money for their parents/guardians to assist household expenses—all promoting an understanding of budgeting for life.
- Graduates of these modules obtain a **Workforce Ready Certification** that they can use to help them secure employment outside of BGCPBC.

Additionally, CB2.0 is structured upon the approach and design developed in *BGCA's Workforce Development Implementation Guide: Equipping Clubs with Tools to Prepare Our Future Workforce*. It is based on and incorporates recommendations found in the research of Center on Education and The Workforce - Georgetown University, Burning Class Technologies research, JP Morgan Chase & Co. research, Manpower Group Talent Survey, Child Trends, Youth Employment Indicators, and other credible research studies.

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

Nearly all of the teens and young adults served by BGCPBC are first generation college-bound youth. As such, they are not likely to receive guidance at home regarding the intricacies of identifying career paths, preparing competitive college and scholarship applications, financial planning, and preparing for the challenges of post-secondary, including the academic rigor of a getting a post-secondary degree. Many of the economically disadvantaged families that we serve do not realize that a post-secondary degree is an obtainable goal—even for their teens with average high school academic records.

Further compounding the economic challenges experienced by our members is their lack of interpersonal competencies and/or entry-level job skills that would help them obtain coveted first-employment experiences. Many feel pressured to pursue minimum wage jobs fresh out of high school and postpone their post-secondary educational pursuits. For most members choosing to enter post-secondary degree-granting educational program, their economic reality dictates a need to balance their schooling with a part-time job. Therefore, in addition to helping members prepare to enter and succeed in post-secondary educational programs, CB2.0 also offers critical first-employment positions and ongoing coaching, which help compete for higher wage jobs to support them while they continue their educations in pursuit of a productive, satisfying career.

Our Glades area high school-aged members further confront the reality of a severe shortage of summer employment opportunities. Furthermore, Glades area teens lack transportation to first-employment opportunities that are located in eastern Palm Beach County. CB2.0 addresses all of these needs.

**Services:**

Core program components will include:

- Career Exploration and Workplace Readiness Curricula
- Paid “Junior Staff” Summer Employment with BGCPBC for 40 youth, providing critical, work-based learning and coaching in youth development
- Junior Staff-directed Service Projects
- Promotion to regular employment for alumni working as Junior Staff after Summer Camp
- Workforce Partnerships, establishing internship opportunities for first work experience and a talent pipeline of work-ready youth
- Skills Building and Certifications
- Post-Secondary Awareness and Preparation (including essay writing and PSAT, SAT and ACT prep)
- Parent Assemblies to CB2.0 program to new and existing teen members
- Career and Post-Secondary Planning Sessions for Youth and their Parents/Guardians
- FAFSA assistance for teens and parents/guardians
- Personalized Application Plan, including an assessment of each teen’s current academic standing, recommendations for high school course selection and remediation, as indicated, and mentoring
- Scholarship workshops and assistance
- Quarterly Workshops and Post-Secondary Support for Alumni
- College Tour to large scale college and career fair in Orlando. Parents/guardians of highly active teen members will be invited.

**Outcomes:**

The following outcomes will be tracked:

- 133 of 140 (95%) of regularly attending CB2.0 participants (an average of 2 or more days/week during the six-month funding period) will demonstrate an increase career awareness and readiness;
- 112 of 140 (80%) of regularly attending program participants served will demonstrate an increase of knowledge of post-secondary application process and educational institutions;
- 13 of 20 (65%) of regularly attending alumni will be prepared to begin college or acquire supports to stay in school;
- 119 of 140 (85%) of regularly attending program participants will be on track to graduate from high school and prepared for college;
- 70 of 100 (70%) of the regularly attending program participants will undergo PSAT, SAT and/or ACT testing, improve their confidence in their test-taking skills, and improve their scores *[100 of the 140 regularly attending youth will undergo PSAT, SAT, and/or ACT testing.]*;



- 37 of 50 (75%) of parents and/or guardians (of program participants served) will demonstrate increased knowledge of the cost of college, saving strategies, scholarships, and the financial aid application process;
- 119 of 140 (85%) of program participants will demonstrate increased self-esteem and confidence in their ability to achieve their goals;
- 30 of 40 (75%) of program participants will gain entry-level employment and increase their employability and work readiness skills. *[40 of the 140 youth served will gain entry-level employment.]*

**Reports Submission:** The AGENCY shall provide monthly and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.

- Monthly Report format, Exhibit A, Form 1
- Logic Model, Exhibit A, Form 2
- Annual Report format, Exhibit A, Form 3

**Projected number of clients served:**  
140 participants (maximum)

**EXHIBIT A, FORM 1**  
**Monthly Reports Format**

*The AGENCY will submit monthly reports by entering program specific data, into the database, from which the attached sample or another substantially similar format designed by the COUNTY will be generated.*



**MONTHLY COMPLIANCE REPORT  
COMMUNITY BASED AGENCY CONTRACT**

**CONTRACT PERIOD:** April 16, 2019 - September 30, 2019

Agency Name: Boys and Girls Clubs of Palm Beach County, Inc.		Month: Choose an item.
Services	Current Status	Explanation
Provide paid summer employment positions to youth as "Junior Staff" in BGCPBC sites	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Provide Junior Staff-directed Service Projects	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Cultivate workforce partnership to establish internship opportunities and build talent pipeline of work-ready youth	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Provide post-secondary awareness and preparation workshop/sessions (essay writing, PSAT, SAT, ACT prep)	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Provide Parent Assemblies and career and post-secondary planning sessions for youth and their parents/guardians	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Develop Personalized Application Plan for youth	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
Facilitate workshops and post-secondary support for alumni	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>
College tour and career fair	Choose an item.	<i>Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.</i>

Please list any program specific challenges your agency experienced during this reporting period.

[Click here to list any program specific challenges your agency experienced during this reporting period.](#)

Please list any program specific accomplishments your agency experienced during this reporting period.

[Click here to list any program specific accomplishments your agency experienced during this reporting period.](#)

Please report your outcomes achieved for this month.

**Target:** 133 of 140 (95%) of regularly attending CB2.0 participants (an average of 2 or more days/week during the six-month funding period) will demonstrate an increase career awareness and readiness.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 112 of 140 (80%) of regularly attending program participants served will demonstrate an increase of knowledge of post-secondary application process and educational institutions.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 13 of 20 (65%) of regularly attending alumni will be prepared to begin college or acquire supports to stay in school.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 119 of 140 (85%) of regularly attending program participants will be on track to graduate from high school and prepared for college.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 70 of 100 (70%) of the regularly attending program participants will undergo PSAT, SAT and/or ACT testing, improve their confidence in their test-taking skills, and improve their scores [100 of the 140 regularly attending youth will undergo PSAT, SAT, and/or ACT testing].

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 37 of 50 (75%) of parents and/or guardians (of program participants served) will demonstrate increased knowledge of the cost of college, saving strategies, scholarships, and the financial aid application process.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 119 of 140 (85%) of program participants will demonstrate increased self-esteem and confidence in their ability to achieve their goals.

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Target:** 30 of 40 (75%) of program participants will gain entry-level employment and increase their employability and work readiness skills [40 of the 140 youth served will gain entry-level employment].

**Actual for the month:**      of      (      %)      **Total number served this month:**

**Units for the month**

*Follows a schedule of payments as outlined in Contract.*

*Total Cost of Service \$230,000*

*Click here to report on number of units being claimed for this reporting period.*

---

Report approved and submitted by:

Click or tap here to enter text.

---

**Title of signatory**

Click or tap to enter a date.

SAMPLE

**EXHIBIT A, FORM 2**

**Logic Model**

# Boys & Girls Clubs of Palm Beach County, Inc.

Family  Agency  Community

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/ Need/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<i>Instruction:</i> Need/ Problem/ Situation	<i>Instruction:</i> What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe & # of Units	<i>Instruction:</i> Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions	<i>Instruction:</i> Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ # Served)	<i>Instruction:</i> Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)	<i>Instruction:</i> Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports	<i>Instruction:</i> Collection Procedure & Personnel Responsible	<i>Instruction:</i> Time & Frequency of Evaluation/Outcome Measurement
Youth lack knowledge of careers that coincide with personal interests and skills and how to prepare for them.	120 members ages 14-18 and 20 alumni ages 18-22 will explore careers using online interest inventories and assessments and BGCA's evidence-based Career Launch.	Youth will increase their knowledge of careers and related educational tracts that coincide with their interests.	133 of 140 (95%) participating teens and alumni will increase career awareness and readiness.		Instructor observation.	Case manager or tutor completes observational reports.	Beginning and year end.
Youth lack knowledge of local and statewide post-secondary educational institutions and application processes.	Teens will participate in college tours. Case Manager and Tutors work with teen to craft a personalized application plan that will guide academic remediation (tutoring needs) and course selection plan relative to career aspirations. Youth will participate in instruction on college application requirements and process, including standardized exams, written essays, references, and financial planning.	Youth will increase their knowledge about the range of post-secondary institutions and application process by September 30, 2019.	112 of 140 (80%) regularly attending teens and alumni will increase their knowledge of post-secondary educational institutions and the application process.		Pre and post-survey tool.	Director of Teen Development (DTD) or designee will score and analyze results.	After completion of pre and post-surveys.
Youth lack knowledge of local and statewide post-secondary educational institutions and application processes.	Teens will participate in college tours. Case Manager and Tutors work with teen to craft a personalized application plan that will guide academic remediation (tutoring needs) and course selection plan relative to career aspirations. Youth will participate in instruction on college application requirements and process, including standardized exams, written essays, references, and financial planning.	Youth will increase their knowledge about the range of post-secondary institutions and application process by September 30, 2019.	13 of 20 (65%) regularly attending alumni will be prepared to begin college or acquire supports to stay in school.		Pre and post-survey tool.	Director of Teen Development (DTD) or designee will score and analyze results.	After completion of pre and post-surveys.
Youth lack readiness to apply for and be accepted to college.	A personalized application plan will guide academic remediation (tutoring needs) and course selection plan.	Youth will increase knowledge of college readiness and be better prepared for college entry by September 30, 2019.	119 of 140 (85%) regularly attending teens will be on track to graduate from high school and prepared for college.		Pre and post-survey tool, report cards, progress reports, FSA scores, and interview results.	DTD or designee will obtain members academic records and work with school district to determine placement of student along performance continuum.	After completion of pre and post surveys.
Youth lack experience with standardized testing and confidence in their test-taking skills.	Youth will complete PSAT, SAT and ACT preparation and practice testing and will be trained on testing strategies.	Youth will gain confidence and experience with standardized testing procedures by September 30, 2019.	70 of 100 (70%) youth who undergo PSAT, SAT and/or ACT testing will improve their confidence in their test-taking skills and improve their scores.		Online scores of practice tests, actual test results, and pre/post surveys.	DTD/designee will track practice test activity.	As tests are completed and results generated.

Families lack knowledge of costs of college or how to apply for financial assistance.	Parents and/or guardians of participating youth will participate in college financing preparation course offered through the program. Parents will complete sample or actual FAFSA.	Parents and/or guardians will gain knowledge of the cost of college and how to apply for financial assistance by September 30, 2019.	37 of 50 (75%) parents/guardians will increase their knowledge of the cost of college, saving strategies and financial aid application process.		Post survey of parents, completed FAFSA and scholarship applications.	DTD/designee will administer post surveys, track FAFSA and scholarship submissions.	Monthly
Youth lack personal guidance and mentoring.	Youth will be assigned a mentor to guide them in all aspects of the Career Bound Program.	Youth will receive personal guidance/mentoring and will increase self-esteem, self-discipline and belief in their ability to pursue college/career goals by September 30, 2019.	119 of 140 (85%) youth will increase self-esteem and belief in their ability to achieve their goals.		Pre and post-survey tool and staff observation.	DTD/Designee will score and analyze survey results.	Quarterly
Youth lack structured, entry-level employment in areas of potential career interest that will increase their employability and work readiness skills.	Youth, ages 16-18, and BGPBC alumni (ages 22 or younger) will be eligible to apply for summer employment at the Boys & Girls Clubs. Alumni will be eligible to continue during school year.	Youth will gain entry-level employment in areas of potential career interest and will increase their employability and work readiness skills by September 30, 2019.	30 of 40 (75%) will gain entry-level employment in areas of potential career interest and will increase their employability and work readiness skills.		Career interest inventory, job application and pre and post-survey tool.	DTD/designee store results in secure database.	After completion of career interest inventory, job application, and pre/post survey tools.
<b>Mission Statement:</b>	The mission of Boys Girls Clubs of Palm Beach County is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.						



**EXHIBIT A, FORM 3**

**Annual Report Format**

*The AGENCY will submit an annual report by entering program specific data, into the database, from which the attached sample or another substantially similar format designed by the COUNTY will be generated.*



**ANNUAL REPORT  
COMMUNITY BASED AGENCY CONTRACT**

**CONTRACT PERIOD:** April 16, 2019 - September 30, 2019

**EXECUTIVE SUMMARY**

<b>Agency Name:</b>	Boys and Girls Clubs of Palm Beach County, Inc.
<b>Program Name:</b>	Career Bound 2.0
<b>Prepared by:</b>	<i>Click here to enter name and contact information of the person preparing this report.</i>
<b>Methods:</b>	<i>Click here to enter a short statement of the evaluation methodology.</i>
<b>Outcomes:</b>	<i>Click here to enter a short statement about the program's outcomes.</i>
<b>Conclusion:</b>	<i>Click here to enter a short statement that indicates if the program achieved its stated outcomes.</i>
<b>Recommendations:</b>	<i>Click here to enter a short statement that include recommendations to address challenges and improve this program.</i>

SAMPLE

Report approved and submitted by:

Click or tap here to enter text.

Title of signatory

Click or tap to enter a date.

## ANNUAL REPORT

### Introduction:

*Provide a brief description about your agency and the funded program.*

*Click here to enter text.*

### Scope of Work:

*Describe the program's scope of work.*

*Click here to enter text.*

### Services:

Core program components will include:

- Career Exploration and Workplace Readiness Curricula
- Paid "Junior Staff" Summer Employment with BGCPBC for 40 youth, providing critical, work-based learning and coaching in youth development
- Junior Staff-directed Service Projects
- Promotion to regular employment for alumni working as Junior Staff after Summer Camp
- Workforce Partnerships, establishing internship opportunities for first work experience and a talent pipeline of work-ready youth
- Skills Building and Certifications
- Post-Secondary Awareness and Preparation (including essay writing and PSAT, SAT and ACT prep)
- Parent Assemblies to CB2.0 program to new and existing teen members
- Career and Post-Secondary Planning Sessions for Youth and their Parents/Guardians
- FAFSA assistance for teens and parents/guardians
- Personalized Application Plan, including an assessment of each teen's current academic standing, recommendations for high school course selection and remediation, as indicated, and mentoring
- Scholarship workshops and assistance
- Quarterly Workshops and Post-Secondary Support for Alumni
- College Tour to large scale college and career fair in Orlando. Parents/guardians of highly active teen members will be invited.

### Demographics:

*Describe and provide totals for the population you served. Highlight any demographic information that is program specific, specify 'other' categories, and provide a summary of challenges and accomplishments serving this population.*

*Click here to enter text.*

YOUTH						
Gender:		(#)	(%)	Age:	(#)	(%)
Female				0-4		
Male				5-10		
FTM				11-13		
MTF				14-18		
Other				19-22		
Race:						
Asian/Pacific Islander						
Black or African American						
Hispanic or Latino/a						
Native American or American Indian						
White						
Other						
HOUSEHOLD						
Family Type:			Family Income:			
Two Parent Household				<\$19,999		
Single Parent Female Head of Household				\$20-29,999		
Single Parent Male Head of Household				\$30-39,999		
Grandparents				\$40-49,999		
Other				\$50-59,999		
Unknown				>\$60,000		

#### Methodology

Describe your process of data collection and data analysis. Include any statistical techniques and particular calculations you employed, and explain the rationale for your process.

[Click here to enter text.](#)

#### Outcomes:

Provide a narrative of your findings as supported by your data analysis. List and summarize outcome results as indicated below:

**Target:** 133 of 140 (95%) of regularly attending CB2.0 participants (an average of 2 or more days/week during the six-month funding period) will demonstrate an increase career awareness and readiness.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

**Target:** 112 of 140 (80%) of regularly attending program participants served will demonstrate an increase of knowledge of post-secondary application process and educational institutions.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

**Target:** 13 of 20 (65%) of regularly attending alumni will be prepared to begin college or acquire supports to stay in school.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.44](#)

**Target:** 119 of 140 (85%) of regularly attending program participants will be on track to graduate from high school and prepared for college.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

**Target:** 70 of 100 (70%) of the regularly attending program participants will undergo PSAT, SAT and/or ACT testing, improve their confidence in their test-taking skills, and improve their scores [100 of the 140 regularly attending youth will undergo PSAT, SAT, and/or ACT testing].

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

**Target:** 37 of 50 (75%) of parents and/or guardians (of program participants served) will demonstrate increased knowledge of the cost of college, saving strategies, scholarships, and the financial aid application process.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

**Target:** 119 of 140 (85%) of program participants will demonstrate increased self-esteem and confidence in their ability to achieve their goals.

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

**Target:** 30 of 40 (75%) of program participants will gain entry-level employment and increase their employability and work readiness skills [40 of the 140 youth served will gain entry-level employment].

**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator.](#)

*Additional charts, graphs, descriptive statistics, and statistical outputs may also be included in this section.*

*Click here to enter text, charts, or graphs.*

**Conclusions:**

*Conclude your report by summarizing your findings. Explain the impact of the outcomes above with program-related quantitative and qualitative data as applicable. Discuss any challenges and limitations of your program as well as your successes. Explain recommended changes to the programs based on your findings.*

*Click here to enter text.*

SAMPLE

**EXHIBIT B  
SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by AGENCY as defined in Exhibit A, consist of submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Boys & Girls Clubs of Palm Beach County Career Bound 2.0 Budget 2019					
EXPENSES	QUANTITY	UNIT COST	TOTAL COST	DELIVERABLE(S)	
<b>PERSONNEL</b>					
Teen Development Director: \$50,367 X 46% (24 wks/52 wks) X 30% of time		Not to Exceed	6,951	<ul style="list-style-type: none"> <li>• Payroll Documentation</li> <li>• Proof of Payment</li> </ul>	
Career Bound Case Manager: \$45,000 X 46% (24 weeks/52 wks)		Not to Exceed	20,700		
2 Career Bound Tutors: \$26/hr X 20 hrs/wk X 24 wks		Not to Exceed	24,960		
<b>Subtotal</b>			<b>52,611</b>		
<b>Taxes and Benefits</b>					
FICA 7.65%		Not to Exceed	4,025		
Re-employment .45%		Not to Exceed	237		
Workers comp 2.321%		Not to Exceed	1,221		
401K 3%		Not to Exceed	830		
<b>Subtotal</b>			<b>6,312</b>		
<b>SUMMER - JUNIOR STAFF</b>					
40 teens working 30-40 hrs/wk @ \$9 - \$10/hr		Not to Exceed	117,000	<ul style="list-style-type: none"> <li>• Paid Invoice</li> <li>• Proof of Payment</li> </ul>	
<b>Taxes and Benefits</b>					
FICA 7.65%		Not to Exceed	8,951		
Unemployment .45%		Not to Exceed	527		
Workers comp 2.321%		Not to Exceed	2,716		
<b>Subtotal</b>			<b>12,193</b>		
<b>TOTAL PERSONNEL COSTS</b>			<b>188,115</b>		
<b>PROGRAM EXPENSES</b>					
Textbooks, SAT Materials, Educational Supplies, e-learning tools		Not to Exceed	1,000		<ul style="list-style-type: none"> <li>• Paid Invoice</li> <li>• Proof of Payment</li> </ul>
Fee Scholarships (SAT fees, college apps): 25 participant X \$40 average cost of app/tests	25	\$40	1,000		
Technology: equipment (tablets, cases, and locked storage cabinets), requesting 50% of total needed, detail available		Not to Exceed	4,820		
College Tour		Not to Exceed	5,200		
Uniforms: polo shirt with BGC logo on front, Junior Staff on back, detail available		Not to Exceed	807		
Incentives, Recognition, T-shirts, etc.		Not to Exceed	1,200		
Misc. Expenses: Printing, Special Events, etc.		Not to Exceed	430		
Mileage local* (staff traveling to Clubs, based on 2018 actuals plus addl staff and addl locations)					
	758	\$ 0.580	1,300		
<b>Subtotal</b>			<b>15,757</b>		
<b>PROGRAM EXPENSES (summer staff)</b>					
Level II Background Screening, inclusive of drug testing= 20 newly hired teens/alumni X \$130 new rate = \$2,600	20.00	\$130.00	2,600	<ul style="list-style-type: none"> <li>• Paid Invoice</li> <li>• Proof of Payment</li> </ul>	
Level II Background Screening, inclusive of drug testing= 20 returning teens/alumni X \$75 new rate = \$1,500	20.00	\$75.00	1,500		
Transportation of Junior Staff to Clubs to work and for trainings (based on mileage)		Not to Exceed	3,200		
Culminating Event @ \$15/ person X 45	15.00	\$ 45.00	675		
Lunch on training days: 40 teens + 5 staff=45 X 9 weeks= 405 X \$8. (\$8/ person includes lunch and beverage)	405.00	\$ 8.00	3,240		
Teen Employability Training: 10 sessions @ \$1,100	10.00	\$ 1,100.00	11,000	<ul style="list-style-type: none"> <li>• Participant Sign In Sheet</li> <li>• Completion Certificate(s) provided at final invoice</li> </ul>	
<b>Subtotal</b>			<b>22,215</b>		
<b>TOTAL ALL PROGRAM EXPENSES</b>			<b>37,972</b>		
<b>ADMINISTRATIVE SUPPORT</b>					
Senior Accountant, responsible for processing of expenses, preparing invoices, and payroll associated with this project. 4.6% X \$75,000 = 3450 + taxes/benefits of \$463		Not to Exceed	3,913	<ul style="list-style-type: none"> <li>• Invoice on Agency Letterhead</li> <li>• Payroll Documentation</li> </ul>	
<b>TOTAL CONTRACT NOT-TO-EXCEED AMOUNT</b>			<b>230,000</b>		

\*Mileage shall be reimbursed at the IRS Standard Mileage Rate during the term of this contract, currently \$0.58 per mile (effective 1/1/19).

2019-0616

BGEX 150 0327190000000001185

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 03/27/2019	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>							
0001-154-1451-3401 Other Contractual Services	292,799	683,745	0	230,000	453,745	0	453,745
0001-154-2528-8201 Contributions Non-Govtl Agency	91,451	91,451	230,000	0	321,451	91,451	230,000
<b>TOTALS</b>			230,000	230,000			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 04/16/2019

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

*Unacneee Dsine*  
*John* 4/21/19

Deputy Clerk to the  
Board of County Commissioners

*AD*