

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [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 Contract for Provision of Services with Prime Time Palm Beach County, Inc. for the period June 1, 2020, through September 30, 2020, in an amount not to exceed \$86,495 for connecting summer camps for low income children to expanded learning opportunities; and

B) a Budget Transfer of \$86,495 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 funding provided under this Contract will allow Prime Time to make connections with summer camps to offer expanded learning opportunities to youth attending summer camps. This Contract includes reporting measurements specific to Prime Time and the work performed. After completion of each contract year, a report will be developed detailing Prime Time’s progress in meeting their performance measurements. Countywide (HH)

Background and Justification: Prime Time Palm Beach County, Inc. (Prime Time) was founded to address the need for higher quality out-of-school time programs for Palm Beach County youth, with an emphasis on programs that service low-income families. Prime Time has offered to coordinate expanded learning opportunities to summer camp providers by offering additional summer camp program enhancements utilizing a variety of high quality agencies that provide learning opportunities. These expanded learning activities include, but are not limited to: health and wellness programs; integrated arts and creativity programs; and programs that develop positive youth skills. Prime Time’s program outcomes are aligned with Social and Emotional Learning, which is one of the action areas identified in the Youth Master Plan. In the summer of 2019, the County provided \$169,395 to Prime Time for connecting summer camps for low-income children to expanded learning opportunities.

Attachments:

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

Recommended by: [Signature] Department Director 3/19/2020 Date

Approved by: [Signature] Assistant County Administrator 3/26/2020 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$86,495				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$86,495				
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 154 Unit 2529 Obj 3401
 Rev No:
 Fund _____ Dept _____ Unit _____ Obj _____

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

The fiscal impact associated with this Contract shall be funded by existing 2020 ad valorem funds, which will be transferred from the evidence-based/promising programming unit (Unit 1451).

Departmental Fiscal Review: Chenece Dixie

III. REVIEW COMMENTS

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

 Loral 4/27/2020
 OFMB LA/ST
 A. J. Javelle 4/27/2020
 Contract Development & Control

B. Legal Sufficiency:

 for Helene Hvizd
 Assistant County Attorney 3/25/20

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the _____ day of _____, 2020, 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 Prime Time Palm Beach County, Inc., a not for profit organization, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-1071628.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of connecting summer camps to expanded learning opportunities as more specifically set forth in the Scope of Work detailed in Exhibit A.

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

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Suzette L. Harvey, President/CEO, telephone no. 561-732-8066.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on June 1, 2020, and complete all services by September 30, 2020.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Eighty-Six Thousand Four Hundred and Ninety-Five Dollars (\$86,495). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT 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.

- C. The CONSULTANT is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5th of each fiscal year. Any amounts not submitted by October 15th, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.
- E. In order to do business with Palm Beach County, the CONSULTANT is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the CONSULTANT intends to use sub-consultants, the CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause, upon five (5) business days' written notice to the CONSULTANT or without cause upon ten (10) business days' written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit A, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - INSURANCE

The CONSULTANT 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 CONSULTANT 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 COUNTY'S review or acceptance of insurance maintained by the CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Contract. Where applicable, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability** – The CONSULTANT shall maintain Commercial General Liability at a limit of liability 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. **Sexual Abuse and Molestation** – The CONSULTANT shall maintain coverage for Sexual Abuse and Molestation at a limit of not less than \$250,000 each occurrence. Coverage may be provided by endorsement to the Commercial General Liability policy.
- C. **Business Automobile Liability** – The CONSULTANT 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 CONSULTANT does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT 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.
- D. **Worker's Compensation Insurance & Employers Liability** – The CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- E. **Additional Insured** – The CONSULTANT 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."
- F. **Waiver of Subrogation** – The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **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 CONSULTANT shall provide to the below address a signed Certificate(s) of

Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect. 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 Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

- H. **Umbrella or Excess Liability** - If necessary, the CONSULTANT 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.
- I. **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 10 - INDEMNIFICATION

The CONSULTANT 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 CONSULTANT.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - 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 CONSULTANT.

ARTICLE 13 - CONFLICT OF INTEREST

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

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

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 15 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT

further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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 CONSULTANT 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 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 CONSULTANT'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 CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 20 – 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT 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 CONSULTANT 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. CONSULTANT shall include this language in its subcontracts.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 22 - 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 23 - PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 24 - 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

ARTICLE 25 - 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 CONSULTANT, notices shall be addressed to:

Prime Time Palm Beach County, Inc.
Attn: Suzette L. Harvey, President/CEO
2300 High Ridge Road, Suite 330
Boynton Beach, FL 33426

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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 24- Modifications of Work.

ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT 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 CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 28 - PUBLIC RECORDS

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

ARTICLE 29 - 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. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- 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.

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 CONSULTANT 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: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Helene Hvizd*
County Attorney

By: *J. Jacobson*
Youth Services Department

WITNESS:

CONSULTANT:

Kimberly Terranova
Signature

Prime Time Palm Beach County, Inc.
Company Name

Kimberly Terranova
Name (type or print)

Suzette L. Harvey
Signature

Suzette L. Harvey
Typed Name

President/Chief Executive Officer
Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK

Contract Period: June 1, 2020 - September 30, 2020

Agency Name: Prime Time Palm Beach County, Inc.

Program Name: Expanded Learning Opportunities (ELOs)

Target Population: Summer Camps under Summer Camp Scholarship Program

Geographic area(s) served: All Palm Beach County

Commission Districts: 1 through 7

Overview:

The County's Summer Camp Scholarship Program provides full-tuition and fees for children residing in families with income at or below 150% of the Federal Poverty Guidelines. The program allows parents to work with the knowledge that their children are safe. It provides children educational and recreational opportunities for growth in order to avoid summer learning loss. Prime Time will coordinate with the summer camp programs who provide camp opportunities to low income children, for expanded learning opportunities (ELOs.) ELOs are enrichment activities that are delivered by content experts from partnering community organizations already contracted through Prime Time.

Evidence-based model or promising practice:

Palm Beach County Quality Standards for Afterschool

David P. Weikart Center for Youth Program Quality – Standards for Positive Youth Development

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

Low income

Services:

The coordination services will include:

- ELOs will provide hands-on learning to the targeted summer camps (some ELOs may occur through the start of the school year and conclude by September 30, 2020). Given the COVID-19 pandemic, the services could be delivered through more stringent social distancing guidelines or virtually.

Outcomes:

The following outcomes will be tracked:

- For 80% of the ELOs that are able to collect survey data, youth on average will report an overall score of at least 3 on Prime Time's Expanded Learning Opportunity - Youth Engagement Survey, indicating that they were cognitively, socially and emotionally engaged by the activity.
 - Note: We can only collect youth surveys for in-person services. If the virtual platform chosen by the ELO has a polling option, it could be deployed.

- For 4 of 5 (80%) ELOs, OST practitioners on average will report high satisfaction with the provider (giving a rating of at least eight on the Practitioner Satisfaction Survey; scale is 1 to 10, with 1 as “Very Unsatisfied” and 10 as “Very Satisfied”).
- 5 of 5 (100%) of expanded learning opportunity providers will achieve a satisfactory quality score in the Quality Improvement System.

Please Note: The score thresholds indicating satisfactory achievement of Palm Beach County Quality Standards for Afterschool differ for providers just entering the Quality Improvement System versus providers that have participated for a longer period of time.

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

- Annual Report format, Exhibit A, Form 1

Projected number of clients served:

574 unduplicated youth from the eligible summer programs, if summer camp processes as usual; 809 youth if programs are delivered virtually; 476 youth if strict 10-to one social distancing guidelines are adopted by the summer camps. If a virtual option is deployed, the summer camp providers will be required to provide the ELO with the list of participating children. Preference will be given to summer camps that are not currently engaged with Prime Time and that do not have ELOs scheduled for the summer.

EXHIBIT A, FORM 1

Annual Report Format

The CONSULTANT 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: June 1, 2020 – September 30, 2020

EXECUTIVE SUMMARY

Agency Name:	Prime Time Palm Beach County, Inc.
Program Name:	Expanded Learning Opportunities (ELOs)
Prepared by:	<i>Click here to enter name and contact information of the person preparing this report.</i>
Methods:	<i>Click here to enter a short statement of the evaluation methodology.</i>
Outcomes:	<i>Click here to enter a short statement about the program's outcomes.</i>
Conclusion:	<i>Click here to enter a short statement that indicates if the program achieved its stated outcomes.</i>
Recommendations:	<i>Click here to enter a short statement that include recommendations to address challenges and improve this program.</i>

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:

The coordination services will include:

- ELOs will provide hands-on learning to the targeted summer camps (some ELOs may occur through the start of the school year and conclude by September 30, 2020). Given the COVID-19 pandemic, the services could be delivered through more stringent social distancing guidelines or virtually.

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: For 80% of the ELOs that are able to collect survey data, youth on average will report an overall score of at least 3 on Prime Time’s Expanded Learning Opportunity - Youth Engagement Survey, indicating that they were cognitively, socially and emotionally engaged by the activity.

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

Target: For 4 of 5 (80%) ELOs, OST practitioners on average will report high satisfaction with the provider (giving a rating of at least eight on the Practitioner Satisfaction Survey; scale is 1 to 10, with 1 as “Very Unsatisfied” and 10 as “Very Satisfied”).

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

Target: 5 of 5 (100%) of expanded learning opportunity providers will achieve a satisfactory quality score in the Quality Improvement System.

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.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by the CONSULTANT, as defined in Exhibit A consists of submission to the County of certain “deliverables”, as expressly indicated in the table below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Name of Agency (ELO Provider)	Agency Focus	Not to Exceed Amount	Projected Youth Served with Social Distancing	Theoretical Youth Serviced with Virtual Online Sessions	Original Youth Served Allocation
Digital Vibez	The Fitness Jamz program, provided by Digital Vibez, is designed to combat childhood obesity by fostering a love of fitness by teaching children and youth how to incorporate physical activity and healthy behaviors into their everyday lives. Participants will learn a variety of dance styles, accompanied by music from diverse cultures, and be introduced to a variety of physical games that encourage aerobic movement.	\$36,327	171	290	275
Flipany	FLIPANY’s Cooking Matters is a nutrition and culinary education program that incorporates physical activity. Cooking Matters has shown to be effective in fighting childhood obesity and supporting positive social and emotional learning in children and youth. The Cooking Matters sessions are multi-sensory and based on real life tasks. While speaking, listening, reading and thinking, the participants are also touching and manipulating real objects - food and tools, for results that they can assess for themselves. Working in a group setting, Cooking Matters reinforces cooperation, turn-taking, mutual respect, table manners and safe practices in the kitchen.	\$20,016	80	136	94
Resource Depot	Resource Depot’s Reimagine your World: Creativity through Conservation is a hands-on environmental arts-based program designed to engage kindergarten through eighth graders in creative and collaborative projects that demonstrate creative reuse. Participants will learn about the three Rs (Reduce, Reuse, Recycle), and how pollution and overconsumption are effecting society and the environment. The children and youth will creatively use discarded material in art projects or games to help them to rethink items that are typically thrown away.	\$7,000	47	79	80

Name of Agency (ELO Provider)	Agency Focus	Not to Exceed Amount	Projected Youth Served with Social Distancing	Theoretical Youth Serviced with Virtual Online Sessions	Original Youth Served Allocation
Young Singers	The Prime Time Young Singers Choir provides children and youth an opportunity to explore various aspects of musicianship, world cultures, emotions, linguistics and teamwork. Each session includes activities that develop a natural singing body alignment, freedom of breath, development of intonation, ease of personal vocal freedom using music from various periods and genres. Benefits of singing include the enhancement of social, mental and emotional health of participating children and youth. Studies show that singing increases self-confidence and self-esteem, and fosters leadership skills and ultimately develops good citizens.	\$10,000	125	213	45
Youth Speak Out	Youth Speak Out International's Today's Technology and Communication program aims to help children and youth become culturally competent and media literate, as they become better communicators. Through group discussions, research and collaboration with peers and adults, the participants will tackle social problems that are stemming from the overuse of on-screen technology and a lack of face-to-face communication. They will write scripts, illustrate storyboards, practice the art of nonverbal communication, operate iPads, and other needed production equipment to complete a one-minute public service announcement. The entire media production process will be youth-driven and culminate in a community forum that will showcase the completed projects to family, friends and community leaders.	\$13,152	53	91	80
Total		\$86,495	476	809	574
Deliverables: <ul style="list-style-type: none"> • Consultant's invoice • Proof of Payment by Consultant to ELO Provider • Copy of ELO Reimbursement Attendance Tally Sheet with number of clients/youth.served 					

The CONSULTANT shall not submit requests for payment for any ELO Provider's activities that ELO Provider's have submitted for payment to the COUNTY or any other payment source.

2020-06/6

BGEX 150 0319200000000001165

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/23/2020	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	233,054	187,363	0	86,495	100,868	0	100,868
0001-154-2529-3401 Other Contractual Services	275,984	275,984	86,495	0	362,479	275,984	86,495
TOTALS			86,495	86,495			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 05/05/2020

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

Lyndee Dine
June R 4/22/2020

Deputy Clerk to the
Board of County Commissioners