

**FIRST AMENDMENT TO
CONTRACT FOR PROFESSIONAL SERVICES RELATED TO
BACK TO SCHOOL PBC!**

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CONTRACT FOR PROFESSIONAL SERVICES RELATED TO
BACK TO SCHOOL PBC!**

This First Amendment to Contract for Professional Services Related to Back to School PBC! (R-2021-0098) is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY" and Spirit of Giving Network, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as such or as "AGENCY" and whose Federal Tax I.D. # is 65-0765570, collectively "the Parties".

WITNESSETH:

WHEREAS, the Parties entered into a Contract for Professional Services Relating to the Back to School PBC! Event (f.k.a. Palm Beach County Back to School Bash), (R-2021-0098) ("the Contract") on February 12, 2021; and

WHEREAS, the parties desire to increase the number of students in need who will receive services through the parties' collaborate; and

WHEREAS, the need exists to: replace **EXHIBIT A – SCOPE OF WORK** with **EXHIBIT A-1 – SCOPE OF WORK**, amend paragraph A of **ARTICLE 4 – PAYMENTS TO AGENCY** to increase funding, and amend **ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY** to conform to the COUNTY'S updated standard contract language.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on February 12, 2021, (R-2021-0098) is hereby amended as follows:

- I. The Whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. New **EXHIBIT A-1- SCOPE OF WORK**, attached hereto, shall replace **EXHIBIT A – SCOPE OF WORK** in its entirety.
- III. Paragraph A. of **ARTICLE 4 – PAYMENTS TO AGENCY** is hereby replaced in its entirety with the following:

ARTICLE 4 – PAYMENTS TO AGENCY

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 ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000). The AGENCY may request up to FIFTY THOUSAND DOLLARS (\$50,000) as an advance payment to purchase school supplies and other items required for the Event's implementation. The AGENCY shall notify the COUNTY'S representative in writing when 90% of the

"not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, 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.

- IV. ARTICLE 33 – E-VERIFY – EMPLOYMENT ELIGIBILITY is hereby replaced in its entirety with the following:

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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.

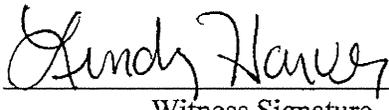
ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

WITNESSES:

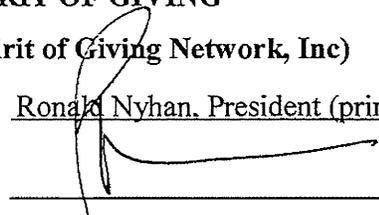


Witness Signature

SPIRIT OF GIVING

(Spirit of Giving Network, Inc)

By: Ronald Nyhan, President (printed name)



Ronald Nyhan, President (Signature)

**APPROVED AS TO TERMS
AND CONDITIONS**

By *Houston L. Tate*
Houston Tate, Director
Office of Community Revitalization

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By Helene Hvizd
County Attorney

Digitally signed by Helene Hvizd
DN: cn=Helene Hvizd, o=County of Harris, ou=County of Harris, email=Helene.Hvizd@co.harris.tx.us
Reason: I am approving this document with my legally binding signature
Location: your signing location here
Date: 2023.05.11 15:50:17-0500
File: Form-101-PDF Version: 10.1.0

EXHIBIT A-1

SCOPE OF WORK

Overview: Back to School PBC! (Back to School Event) is an annual event undertaken to provide school supplies, backpacks, a health fair and access to community resources to students in need from Kindergarten through 12th grade at different locations throughout Palm Beach County. The event has been tentatively scheduled for Saturday, July 31, 2021.

The Back to School Event is planned, funded, and implemented by the Palm Beach County Office of Community Revitalization (OCR) in partnership with other County Departments, Spirit of Giving Network, Inc., (hereinafter referred to as such or as AGENCY), The Children Services Council of Palm Beach County, and other community based organizations, (collectively referred to as the "Back to School PBC! collaborative"), to provide students with the tools they need to start the school year with confidence and succeed academically.

Upon arriving at the Back to School Event, each student is paired with a "personal shopper" who guides the student through a "store" of new school supplies. The students select their own supplies and enjoy healthy snacks and refreshments. Some of the locations offer school uniforms, sneakers, socks, blood tests, biometric health screenings, vision screening, hearing testing and other health related resources. Students and families have access to more than 80 local resource agencies, which are on hand with information, and one-on-one help. There are also activities that promote awareness to health and fitness, craft stations for younger kids, bounce houses, music, clowns, a free meal for all who attend, and much more. Different foundations and organizations donate items to make this event even more joyous for students.

A planning committee, spearheaded by OCR staff, will be formed to oversee the planning and implementation of the event. Planning efforts will start on January 18, 2021, and a decision will be made no later than May regarding the type of event to be implemented depending on the status of the Covid-19 pandemic. If needed, a modified drive-up type of event may need to be conducted to ensure the safety of volunteers and participating families.

In order to participate in the Back to School Event, students must: 1) reside in one of the 85 designated Countywide Community Revitalization Team (CCRT) communities or any mobile home park located in unincorporated Palm Beach County; and 2) be enrolled in Kindergarten to 12th grade in the Palm Beach County public school system or a charter school in Palm Beach County for the 2021/2022 school year. Palm Beach County students who are enrolled in the listed schools but who reside outside of the eligible CCRT communities or mobile home parks in unincorporated Palm Beach County can be referred to the Back to School Event by a referral agency that will pay the AGENCY \$7.50 per student referred. All students must be registered prior to June 4, 2021, and given a personalized invitation to attend the Back to School Event. The collaborative includes the following agencies/organizations:

1. Palm Beach County Office of Community Revitalization;
2. Palm Beach County Sheriff's Office;
3. Palm Beach County Youth Services Department;
4. The Spirit of Giving Network, Inc. and its agencies;
5. The Children Services Council of Palm Beach County and its agencies; and
6. Any other agency that is approved by the AGENCY and COUNTY that is willing to sign an agreement with AGENCY as well as contribute funding to the overall event.

Services:

AGENCY will:

- a. Provide professional services for the Back to School Event. The AGENCY will be responsible for receiving and administering contributions for the event and overseeing the purchase and delivery of all school supplies for the event. Consideration should be given to price, quality, availability, and delivery capacity of said supplies. The AGENCY will also be responsible for providing general support to the COUNTY in the planning and implementation of the Back to School Event.
- b. Allocate a minimum of \$15,000 to supplement COUNTY's funding for the procurement of school supplies and/or pay for other items that might be needed for the implementation of the Back to School Event as agreed with the COUNTY.
- c. Set aside \$5,000 worth of school supplies and coordinate with vendors and COUNTY for the delivery of said supplies 1937 N Military Trail, Suite Q, West Palm Beach, FL 33417, by no later than the day prior to the actual Back to School Event.
- d. Seek volunteers, and coordinate the setup for the Back to School Event at the Village Academy site, as well as the implementation of the actual event and post event activities for that site.
- e. Continue to cover expenses associated with the implementation of the event at the Village Academy site.
- f. Provide for a Staff person to serve as the liaison with COUNTY to coordinate the planning and implementation of the Back to School Event, as well as serve as the point of contact and lead person for the procurement of school supplies, backpacks, and other items needed for the Back to School Event. This person, with the assistance of the COUNTY, will be responsible for communicating with vendor(s), submitting requests for quotes and final orders based on needs by site, reviewing and approving all quotes, coordinating delivery of supplies/items, making payments to vendor(s), handling returns, and performing other related functions as needed.
- g. Register, by June 4, 2021 all students referred for participation in the event.
- h. Cooperate with COUNTY in determining the maximum number of students that can be registered for participation at the event based on allocated funding, and thus ensure that the AGENCY and COUNTY has sufficient school supplies available to provide to all registered students.
- i. Accept student referrals for registration from organizations provided the organizations are approved by the AGENCY and COUNTY, that they sign an agreement with AGENCY, contribute funding to the overall event, and referred students are registered to participate by June 4, 2021.
- j. Share any resources that can be made available to all event sites.
- k. Provide a final close out report no later than 60 days from this Contract's end date which includes: the number of students served at each site and the agencies and/or communities they represent; the final list of participating agencies; the total cost of the Back to School Event along with the funding

allocated by all participating agencies via donations, grants and/or in kind contributions; and the accounting for all funds expended as part of this Contract. The complete close out report, shall be sent directly to:

Palm Beach County Office of Community Revitalization
Ruth Moguillansky, OCR Principal Planner
2300 North Jog Road
West Palm Beach, Florida 33411

COUNTY agrees:

- a) To lead the planning and implementation of the Back to School Event.
- b) To designate an OCR staff liaison to represent the COUNTY to coordinate with AGENCY staff for the planning and implementation of the Back to School Event.
- c) To designate an OCR point of contact to assist AGENCY with the procurement process. This person will be also responsible for identifying order needs by site, and delivery restrictions for each site.
- d) To coordinate the implementation of a user-friendly registration website to be used for registering students for participation in the Back to School Event.
- e) To provide AGENCY, by January 29, 2021 all the documentation needed to register students to participate in the Back to School Event. This will include a link to the registration website, instructions to register, and other pertinent information.
- f) That all agencies that desire to register under OCR and/or Palm Beach County must receive approval by the AGENCY and the COUNTY, and students must register no later than June 4, 2021, to participate in the Back to School Event.
- g) That students registered for participation must meet one of the following eligibility requirements: reside in one of the designated County Community Revitalization Team (CCRT) areas or in any mobile home park located in unincorporated Palm Beach County.
- h) To provide AGENCY, by June 11, 2021, a table containing registered students.
- i) To assist AGENCY in the preparation of an excel spreadsheet with a detailed list of school supplies and quantities needed for each site, so that AGENCY can submit a final order to vendor(s). Supplies shall be listed by type, grade, and gender.
- j) To seek volunteers and coordinate the setup for the Back to School Event, the actual event, and post Back to School Event activities for the Convention Center site.
- k) To assist the Palm Beach State College with the planning and implementation of the Back to School Event at the Belle Glade campus site.

- l) To procure and work with an approved vendor to set up a portal for student check-in process at all sites and allow for follow-up report for all sites.
- m) To work with County Graphics to develop all graphics needed for the event for all locations and to create students' invitations.
- n) To work with Palm Beach County Sheriff's Office to assist with registration of students residing in mobile home parks within unincorporated Palm Beach County and to secure police coverage at all event locations.
- o) To mail out invitations to participating students in coordination with the AGENCY, no later than July 6, 2021.
- p) To secure resources for the Back to School Event at the Convention Center and Belle Glade campus sites including, but not limited to: food and refreshments, health care services, hair stylists and barbers, entertainment (bounce houses, clowns, dancers, DJ's etc.), and other community resources or services.
- q) Share any resources that can be made available to the South County site.

AGENCY AND COUNTY AGREE:

- a. That participants who have been registered and have been given a personalized invitation will be the only students permitted into the Back to School Event unless approved by AGENCY and COUNTY prior to completion of the Back to School Event final register. Students not listed on the Back to School Event final register will not be permitted into the event, but may be given information regarding other available resources.
- b. That any organization or community groups that serve students from CCRT communities and mobile home parks located in unincorporated Palm Beach County can participate in the Back to School Event as an OCR and/or Palm Beach County Agency, if they have approval from the AGENCY and COUNTY before June 4, 2021. Referred students must reside in the above referenced CCRT communities and/or mobile home parks.
- c. Coordinate with each other on all media and news releases, preparation of Back to School Event logos, and other marketing materials.
- d. Include AGENCY, COUNTY and Office of Community Revitalization (OCR) names and logos in all mailings, print advertising, invitations, brochures, and other marketing materials.
- e. Recognize AGENCY, COUNTY and Office of Community Revitalization (OCR) as a partner on the Back to School Event website, social media, media ads, and during any promotional programming.
- f. Provide each other with an opportunity to speak at pre and/or post-event press conferences.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

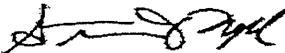
| | | | |
|--|---|--|-----------------------|
| PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Mjami FL 33178 | CONTACT NAME: Virginia Jewitt PHONE (A/C No. Ext): 786-648-6682 E-MAIL ADDRESS: Virginia.Jewitt@MarshMMA.com | | FAX (A/C No.): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Spirit of Giving Network, Inc. 1515 N Federal Highway, Ste 106 Boca Raton FL 33432 | INSURER A: Philadelphia Indemnity Insurance Co. | | 18058 |
| | INSURER B: United States Liability Insurance Co | | 25895 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 1843385765 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | PHPK2168352 | 8/19/2020 | 8/19/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2168352 | 8/19/2020 | 8/19/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B A | Director's and Officers Professional Liability | | | NDO1580985A PHPK2168352 | 8/28/2020 8/19/2020 | 8/28/2021 8/19/2021 | Aggregate \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and agents (Certificate Holder) is included as additional insured for operations conducted by the name insured regarding the implementation of the 2020 Palm Beach County Back to School Event.

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Office of Community Revitalization 2300 N Jog Rd. West Palm Beach, FL 33411 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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**CONTRACT FOR PROFESSIONAL SERVICES RELATED TO
BACK TO SCHOOL PBC!**

R2021 0098

This Contract is made and entered into on JAN 12 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY" and Spirit of Giving Network, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as such or as "AGENCY" and whose Federal Tax I.D. # is 65-0765570.

WITNESSETH:

WHEREAS, the Office of Community Revitalization (OCR) desires to implement Back to School PBC! (f.k.a. Palm Beach County Back to School Bash), hereinafter referred to as the "Back to School Event", which serves approximately 10,000 students in need at different locations throughout Palm Beach County; and

WHEREAS, Spirit of Giving Network, Inc. (SOGN) has previously partnered with Palm Beach County in the implementation of the Back to School Event; and

WHEREAS, the Back to School Event assists families in need, and helps empower students from kindergarten through 12th grade to begin the school year with confidence; and

WHEREAS, Spirit of Giving Network, Inc. is a collaborative, nonprofit organization with a focus on children and families in Palm Beach County; and

WHEREAS, Spirit of Giving Network, Inc. has been successfully implementing a Back to School Bash in South Palm Beach County for over ten years, and has partnered with Palm Beach County and the Back to School Bash collaborative since 2016, which has resulted in a large increase in the number of students in need being served at the South County distribution site; and

WHEREAS, Spirit of Giving Network, Inc. is uniquely qualified to assist in the implementation of the Back to School Event given its expertise and well-established system of managing an event of this type and securing needed resources as demonstrated by its successful planning and implementation of its Back to School Bash in South County; and

WHEREAS, implementation of the Back to School Event serves a public purpose; and

WHEREAS, both parties desire to enter into this Contract and partner to implement the Back to School Event.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

ARTICLE 1 – RECITALS INCORPORATED

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

ARTICLE 2 – SERVICES

The AGENCY'S responsibility under this Contract is to provide professional services in the acquisition of school supplies and resources for the Back to School Event, and to provide general support to the COUNTY in the implementation of the Back to School Event, as more specifically set forth in the Scope of Work in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Ruth Moguillansky, OCR Principal Planner, (telephone no. 561.233.5376).

The AGENCY'S representative/liaison during the performance of this Contract shall be Lindy Harvey, Executive Director, Spirit of Giving Network (telephone no. 561.385.0144).

ARTICLE 3 – SCHEDULE

The AGENCY shall commence services on January 18, 2021, and complete all services by November 1, 2021.

ARTICLE 4 – PAYMENTS TO AGENCY

- 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000). The AGENCY may request up to FIFTY THOUSAND DOLLARS (\$50,000) as an advance payment to purchase school supplies and other items required for the Event's implementation. The AGENCY shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, 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 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.
- C. 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 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.
- D. In order to do business with Palm Beach County, AGENCIES are 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>. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY is registered in VSS.

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 AGENCY 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 agencies. The AGENCY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

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

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

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

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

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

ARTICLE 8 - 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 9 – FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY 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 10 - INSURANCE

The AGENCY shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary and non-contributory basis.

Commercial General Liability: AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Sexual Abuse and Molestation Insurance: AGENCY shall maintain Sexual Abuse and Molestation coverage at a limit of not less than \$250,000 each occurrence. Coverage may be provided as an endorsement to the Commercial General Liability policy.

Business Auto Liability: AGENCY shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident. In the event AGENCY owns no automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the AGENCY indicating either the AGENCY does not own any vehicles, and if vehicles are acquired throughout the term of the contract, AGENCY agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

Additional Insured Clause: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

Waiver of Subrogation: 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, then AGENCY shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

Certificates of Insurance: Upon contract execution, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY, or COUNTY's Insurance Tracking Vendor, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall be issued to:

Palm Beach County Board of County Commissioners
c/o Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

Umbrella or Excess Liability: If necessary, AGENCY may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. AGENCY agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Right to Revise or Reject: 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. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY.

The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee 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 20 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 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, Section 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, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

David Dunston, President
Spirit of Giving Network, Inc.
261 NW 13th Street
Boca Raton, FL 33432

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in 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 AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to 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 AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., 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 the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the 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 the 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 the 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, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT's subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the AGENCY has hereunto set its hand the day and year above written.

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

R2021 0098

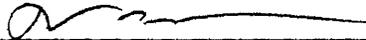
JAN 12 2021

ATTEST:
~~SHARON R. ROCK, Clerk & Comptroller~~

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: 
Deputy Clerk



By: 
Dave Kerner, Mayor

WITNESSES:

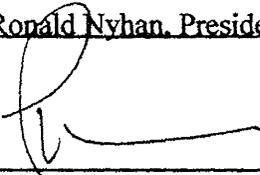


Witness Signature

SPIRIT OF GIVING

(Spirit of Giving Network, Inc)

By: Ronald Nyhan, President (printed name)



Ronald Nyhan, President (Signature)

EXHIBIT A

SCOPE OF WORK

Overview: Back to School PBC! (Back to School Event) is an annual event undertaken to provide school supplies, backpacks, a health fair and access to community resources to students in need from Kindergarten through 12th grade at different locations throughout Palm Beach County. The event has been tentatively scheduled for Saturday, July 24, 2021.

The Back to School Event is planned, funded, and implemented by the Palm Beach County Office of Community Revitalization (OCR) in partnership with other County Departments, Spirit of Giving Network, Inc., (hereinafter referred to as such or as AGENCY), The Children Services Council of Palm Beach County, and other community based organizations, (collectively referred to as the "Back to School PBC! collaborative"), to provide students with the tools they need to start the school year with confidence and succeed academically.

Upon arriving at the Back to School Event, each student is paired with a "personal shopper" who guides the student through a "store" of new school supplies. The students select their own supplies and enjoy healthy snacks and refreshments. Some of the locations offer school uniforms, sneakers, socks, blood tests, biometric health screenings, vision screening, hearing testing and other health related resources. Students and families have access to more than 80 local resource agencies, which are on hand with information, and one-on-one help. There are also activities that promote awareness to health and fitness, craft stations for younger kids, bounce houses, music, clowns, a free meal for all who attend, and much more. Different foundations and organizations donate items to make this event even more joyous for students.

A planning committee, spearheaded by OCR staff, will be formed to oversee the planning and implementation of the event. Planning efforts will start on January 18, 2021, and a decision will be made no later than May regarding the type of event to be implemented depending on the status of the Covid-19 pandemic. If needed, a modified drive-up type of event may need to be conducted to ensure the safety of volunteers and participating families.

To be eligible to participate in the Back to School Event, students must reside in Palm Beach County, including all Countywide Community Revitalization Team (CCRT) communities and mobile home parks located in unincorporated Palm Beach County, and be enrolled in Kindergarten to 12th grade in the Palm Beach County public school system or a charter school in Palm Beach County for the 2021/2022 school year. Students to be served by the Back to School Event must be referred for participation by one of the agencies of the Back to School Event collaborative, be registered prior to June 4, 2021, and given a personalized invitation to attend the Back to School Event. The collaborative includes the following agencies/organizations:

1. Palm Beach County Office of Community Revitalization;
2. Palm Beach County Sheriff's Office;
3. Palm Beach County Youth Services Department;
4. The Spirit of Giving Network, Inc. and its agencies;
5. The Children Services Council of Palm Beach County and its agencies; and
6. Any other agency that is approved by the AGENCY and COUNTY that is willing to sign an agreement with AGENCY as well as contribute funding to the overall event.

Services:

AGENCY will:

- a. Provide professional services for the Back to School Event. The AGENCY will be responsible for receiving and administering contributions for the event and overseeing the purchase and delivery of all school supplies for the event. Consideration should be given to price, quality, availability, and delivery capacity of said supplies. The AGENCY will also be responsible for providing general support to the COUNTY in the planning and implementation of the Back to School Event.
- b. Allocate a minimum of \$15,000 to supplement COUNTY's funding for the procurement of school supplies and/or pay for other items that might be needed for the implementation of the Back to School Event as agreed with the COUNTY.
- c. Set aside \$5,000 worth of school supplies and coordinate with vendors and COUNTY for the delivery of said supplies 1937 N Military Trail, Suite Q, West Palm Beach, FL 33417, by no later than the day prior to the actual Back to School Event.
- d. Seek volunteers, and coordinate the setup for the Back to School Event at the Village Academy site, as well as the implementation of the actual event and post event activities for that site.
- e. Continue to cover expenses associated with the implementation of the event at the Village Academy site.
- f. Provide for a Staff person to serve as the liaison with COUNTY to coordinate the planning and implementation of the Back to School Event, as well as serve as the point of contact and lead person for the procurement of school supplies, backpacks, and other items needed for the Back to School Event. This person, with the assistance of the COUNTY, will be responsible for communicating with vendor(s), submitting requests for quotes and final orders based on needs by site, reviewing and approving all quotes, coordinating delivery of supplies/items, making payments to vendor(s), handling returns, and performing other related functions as needed.
- g. Register, by June 4, 2021 all students referred for participation in the event.
- h. Cooperate with COUNTY in determining the maximum number of students that can be registered for participation at the event based on allocated funding, and thus ensure that the AGENCY and COUNTY has sufficient school supplies available to provide to all registered students.
- i. Accept student referrals for registration from organizations provided the organizations are approved by the AGENCY and COUNTY, that they sign an agreement with AGENCY, contribute funding to the overall event, and referred students are registered to participate by June 4, 2021.
- j. Share any resources that can be made available to all event sites.
- k. Provide a final close out report no later than 60 days from this Contract's end date which includes: the number of students served at each site and the agencies and/or communities they represent; the final list of participating agencies; the total cost of the Back to School Event along with the funding allocated by all participating agencies via donations, grants and/or in kind contributions; and the

accounting for all funds expended as part of this Contract. The complete close out report, shall be sent directly to:

Palm Beach County Office of Community Revitalization
Ruth Moguillansky, OCR Principal Planner
2300 North Jog Road
West Palm Beach, Florida 33411

COUNTY agrees:

- a) To lead the planning and implementation of the Back to School Event.
- b) To designate an OCR staff liaison to represent the COUNTY to coordinate with AGENCY staff for the planning and implementation of the Back to School Event.
- c) To designate an OCR point of contact to assist AGENCY with the procurement process. This person will be also responsible for identifying order needs by site, and delivery restrictions for each site.
- d) To coordinate the implementation of a user-friendly registration website to be used for registering students for participation in the Back to School Event.
- e) To provide AGENCY, by January 29, 2021 all the documentation needed to register students to participate in the Back to School Event. This will include a link to the registration website, instructions to register, and other pertinent information.
- f) That all agencies that desire to register under OCR and/or Palm Beach County must receive approval by the AGENCY and the COUNTY, and students must register no later than June 4, 2021, to participate in the Back to School Event.
- g) That students registered for participation must meet one of the following eligibility requirements: reside in one of the designated County Community Revitalization Team (CCRT) areas or in any mobile home park located in unincorporated Palm Beach County.
- h) To provide AGENCY, by June 11, 2021, a table containing registered students.
- i) To assist AGENCY in the preparation of an excel spreadsheet with a detailed list of school supplies and quantities needed for each site, so that AGENCY can submit a final order to vendor(s). Supplies shall be listed by type, grade, and gender.
- j) To seek volunteers and coordinate the setup for the Back to School Event, the actual event, and post Back to School Event activities for the Convention Center site.
- k) To assist the Palm Beach State College with the planning and implementation of the Back to School Event at the Belle Glade campus site.
- l) To procure and work with an approved vendor to set up a portal for student check-in process at all sites and allow for follow-up report for all sites.

- m) To work with County Graphics to develop all graphics needed for the event for all locations and to create students' invitations.
- n) To work with Palm Beach County Sheriff's Office to assist with registration of students residing in mobile home parks within unincorporated Palm Beach County and to secure police coverage at all event locations.
- o) To mail out invitations to participating students in coordination with the AGENCY, no later than July 6, 2021.
- p) To secure resources for the Back to School Event at the Convention Center and Belle Glade campus sites including, but not limited to: food and refreshments, health care services, hair stylists and barbers, entertainment (bounce houses, clowns, dancers, DJ's etc.), and other community resources or services.
- q) Share any resources that can be made available to the South County site.

AGENCY AND COUNTY AGREE:

- a. That participants who have been registered and have been given a personalized invitation will be the only students permitted into the Back to School Event unless approved by AGENCY and COUNTY prior to completion of the Back to School Event final register. Students not listed on the Back to School Event final register will not be permitted into the event, but may be given information regarding other available resources.
- b. That any organization or community groups that serve students from CCRT communities and mobile home parks located in unincorporated Palm Beach County can participate in the Back to School Event as an OCR and/or Palm Beach County Agency, if they have approval from the AGENCY and COUNTY before June 4, 2021. Referred students must reside in the above referenced CCRT communities and/or mobile home parks.
- c. Coordinate with each other on all media and news releases, preparation of Back to School Event logos, and other marketing materials.
- d. Include AGENCY, COUNTY and Office of Community Revitalization (OCR) names and logos in all mailings, print advertising, invitations, brochures, and other marketing materials.
- e. Recognize AGENCY, COUNTY and Office of Community Revitalization (OCR) as a partner on the Back to School Event website, social media, media ads, and during any promotional programming.
- f. Provide each other with an opportunity to speak at pre and/or post-event press conferences.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

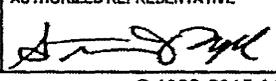
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|--|--|------------------------|
| PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178 | CONTACT NAME: Virginia Jewitt PHONE (A/C No, Ext): 786-648-6682 FAX (A/C No): E-MAIL ADDRESS: Virginia.Jewitt@MarshMMA.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Spirit of Giving Network, Inc. 1515 N Federal Highway, Ste 106 Boca Raton FL 33432 | INSURER A: Philadelphia Indemnity Insurance Co. | NAIC # 18058 |
| | INSURER B: United States Liability Insurance Co | NAIC # 25895 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** 1843385765 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | PHPK2168352 | 8/19/2020 | 8/19/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | PHPK2168352 | 8/19/2020 | 8/19/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B A | Director's and Officers Professional Liability | | NDO1580985A PHPK2168352 | 8/28/2020 8/19/2020 | 8/28/2021 8/19/2021 | Aggregate \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and agents (Certificate Holder) is included as additional insured for operations conducted by the name insured regarding the implementation of the 2020 Palm Beach County Back to School Event.

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| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Office of Community Revitalization 2300 N Jog Rd. West Palm Beach, FL 33411 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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