

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	May 18, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department	Youth Services Department		
Submitted By:	Youth Services Department		
Submitted For:	Outreach & Community Programming Division		

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I. EXECUTIVE BRIEF

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

**A)** a Community Based Agency Contract with Digital VibeZ, Inc., for the period June 1, 2021, through September 30, 2021, in an amount not to exceed \$169,999 for the Wellness Workshops and Family Fitness Events; and

**B)** a Budget Transfer of \$169,999 in the General Fund from the Evidence-Based Programming unit (Unit 1451) to fund the cost of programming associated with this Contract.

**Summary:** The Wellness Workshops and Family Fitness Events Program (Program) is designed to combat childhood obesity. Over the Contract period, the Program will serve a projected 1,000 youth ages 5 – 12 at a number of out-of-school and summer camps in high-need communities throughout Palm Beach County. Each Workshop will consist of seven (7) one-hour sessions providing dance fitness and nutrition education. Each Workshop series will end with the Family Fitness event focusing on parental engagement, and providing an opportunity for participants to showcase their accomplishments. This Contract includes a logic model and reporting measurements specific to Digital VibeZ. After completion of the contract, a report will be generated detailing Digital VibeZ's progress in meeting their performance measurements. Countywide (HH)

**Background and Justification:** For the past few years, Digital VibeZ has collaborated with several organizations and municipalities, such as Quantum Foundation, United Way of Palm Beach County, Community Foundation, Children's Services Council of Palm Beach County, and other youth-centered organizations to deliver health and fitness classes to Palm Beach County youth. These Programs foster a love of fitness and teaching children at an early age how to incorporate physical activity, healthy behaviors, and good nutrition into their everyday lives. Health & Wellness Supports was one of the action areas identified in the Youth Master Plan. Last year, the Wellness Workshop and Fitness Jamz Program served 984 youth over an 8-week period and hosted 25 Family Night culminating events.

**Attachments:**

1. Community Based Agency Contract w/Digital VibeZ, Inc.
2. Budget Transfer

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Recommended by:		
	Department Director	Date
Approved by:		
	Assistant County Administrator	Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

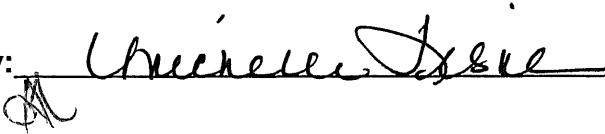
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$169,999				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$169,999				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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 1501    Obj 8201  
Rev No:  
Fund    \_\_\_\_\_    Dept \_\_\_\_\_    Unit \_\_\_\_\_    Obj \_\_\_\_\_

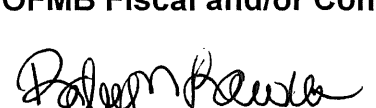
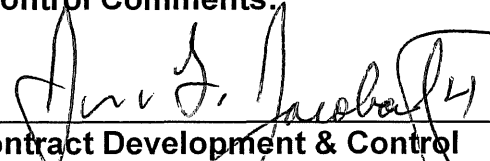
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact associated with this Contract shall be funded by existing 2021 ad valorem funding, which will be transferred from the evidence-based/promising programming unit (Unit 1451).

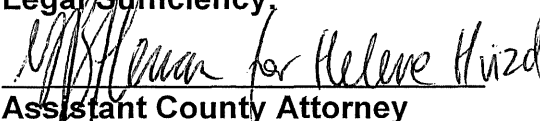
Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 4/22/21     4/23/21  
OFMB 4/22/21    Contract Development & Control  
4-23-21 TW

B. Legal Sufficiency:

 4/26/21  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

## COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 Digital Vibez, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 46-5032425.

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

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

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

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 12. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

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

The AGENCY'S representative/liaison during the performance of this Contract shall be Wilford Romelus, Chief Executive Officer, (telephone no. 561-847-4521).

### **ARTICLE 2 - SCHEDULE**

- A. The AGENCY shall commence services on June 1, 2021, and complete all services by September 30, 2021.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

### ARTICLE 3 - PAYMENTS TO THE AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED AND NINETY-NINE DOLLARS (\$169,999). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Unit Cost of Service Rate and Definition) for services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. 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. The program and unit cost of service rate definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on the AGENCY'S letterhead signed by the Chief Executive Officer, or Designee, which cover memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.
- "The AGENCY certifies it is not claiming units under the terms and conditions of this Contract for expenses being funded by the government CARES Act or Payroll Protection Program issued in response to the COVID-19 pandemic.
- The AGENCY further certifies all expenses included in this claim [ ☐ ] were [ ☐ ] were not [check one] incurred in accordance with the units and unit cost provisions of the Agreement/Contract" [If you checked "were not", please provide justification]."
- D. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5<sup>th</sup> of each fiscal year. Any amounts not requested by October 15, 2021, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- E. Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

- F. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.
- G. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute the AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.
- H. In order to do business with Palm Beach County, the AGENCY 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 AGENCY intends to use sub-consultants, the AGENCY 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 AGENCY and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

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

#### **ARTICLE 6 - INSURANCE**

The AGENCY shall, at its sole expense maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum limits (including endorsements), as described herein. The AGENCY shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Contract. The requirements contained herein, as well as the COUNTY'S review or acceptance

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

- A. **Commercial General Liability** – The AGENCY shall maintain Commercial General Liability insurance at a limit of not less than **\$500,000** each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
- B. **Sexual Abuse and Molestation** – The AGENCY 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 AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** each accident for all owned, non-owned and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employers Liability** – The AGENCY shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- E. **Additional Insured** – The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."
- F. **Waiver of Subrogation** – The AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance** – Prior to execution of this Contract or within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the AGENCY shall provide 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 AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “each occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- 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 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS**

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

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

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. The AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their Contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. The AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

## **ARTICLE 10 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.



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

#### **ARTICLE 11 - REMEDIES**

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

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

#### **ARTICLE 12 – AGENCY'S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

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

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

- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute, during the Contract period or thereafter.
- E. The AGENCY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached **Exhibit A**, and the attached **Exhibit B** are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- F. Reporting requirements.
  - 1. The AGENCY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
  - 2. Reports shall be provided at the following intervals and in the report formats identified in **Exhibit A**, by entering program specific data into the CBA Portal:
    - i. Annual reports shall be due no later than the 15<sup>th</sup> of the month and shall include the applicable data for the preceding year.
      - 1. The Annual report is due no later than October 15, 2021.
      - 2. The AGENCY agrees to submit final outcomes by the stated time-frame in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
    - ii. Logic Model reports shall be due no later than October 15, 2021, and shall include annual actual outcome results data for the preceding year in column 5. These results shall be as evidenced by the outcomes measurement tools specified in column 6 of the Logic Model.

- iii. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

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

H. Birth to 22 and Community Outreach Events

The AGENCY is strongly encouraged to actively participate in Birth to 22 Action Teams and Birth to 22 and DEPARTMENT Community Outreach Events.

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

**ARTICLE 13 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 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 AGENCY'S place of business.

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

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

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

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two (2) bound originals of the audit are due thirty (30) days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department  
Attn: Geeta Loach-Jacobson, Director of Outreach & Community Programming  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

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

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict

of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

#### **ARTICLE 15 – DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

#### **ARTICLE 16 - AMERICANS WITH DISABILITIES ACT (ADA)**

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

## **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 18 - CONTINGENT FEES**

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

## **ARTICLE 19 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

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

## **ARTICLE 20 - PUBLIC ENTITY CRIMES**

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

## **ARTICLE 21 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God,

force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

The 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 22 - ARREARS**

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

#### **ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

## **ARTICLE 24 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by the COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

## **ARTICLE 25 - SEVERABILITY**

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

## **ARTICLE 26 - MODIFICATIONS OF WORK**

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



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

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

**ARTICLE 27 - NOTICE**

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

Palm Beach County Youth Services Department  
Attn: Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave., Sixth Floor  
West Palm Beach, FL 33401

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

Digital Vibe, Inc.  
Attn: Wilford Romelus, Chief Executive Officer  
2635 Old Okeechobee Road  
West Palm Beach, FL 33409

**ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken

against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 29 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

#### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of this Contract, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by the COUNTY'S representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of this Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

#### **ARTICLE 32 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized

Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY 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.

### **ARTICLE 33 - 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 the Contract by manual means only, unless the COUNTY provides otherwise.

### **ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

The 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 the 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.

The 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. The 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.

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

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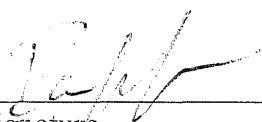
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the AGENCY has hereunto set its hand the day and year above written.

COUNTY:

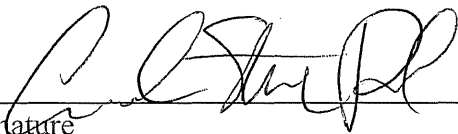
APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Youth Services Department

AGENCY:

Digital VibeZ, Inc.  
Company Name  
  
  
Signature

WITNESS:

  
Signature  
  
Cassandra S. Romelus  
Name (type or print)

Wilford Romelus  
Typed Name  
  
Chief Executive Officer  
Title

(corp. seal)

ATTEST:

COUNTY:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER      PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_ Deputy Clerk      By: \_\_\_\_\_ Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Helene Hvizd \_\_\_\_\_ County Attorney

Digitally signed by Helene Hvizd  
DN: DC=org, DC=palmco, OU=Palmetto, CN=Helene Hvizd,  
E=Hvizd@palmco.org  
Reason: I am approving this document  
with my legally binding signature  
Location: your signing location here  
Date: 2021.04.19 10:03:11-0400  
Full Pkcs#10#10 Version: 10.1.0

## **EXHIBIT A**

### **SCOPE OF WORK**

**Contract Period:** June 1, 2021 – September 30, 2021

**Agency Name:** Digital VibeZ, Inc.

**Program Name:** Wellness Workshops and Family Fitness Events

**Target Population:** 1000 youth ages 5 to 12 who reside in low-income communities and parents of children that participate in the Family Fitness events

**Geographic area(s) served:** Digital VibeZ is mobile and serves all of Palm Beach County.

**Commission District(s):** Countywide

#### **Overview:**

Wellness Workshops and Family Fitness Events are designed to combat childhood obesity by fostering a love of fitness and teaching children at an early age how to incorporate physical activity, healthy behaviors and good nutrition into their everyday lives. Creative expression is a known strategy for stress reduction, an outlet to channel strong emotions in a safe way and can strengthen and unify a community. Wellness Workshops engage youth in fun, physical activities that serve to keep them safe, active, and healthy. Family Fitness Events involve dance fitness activities that motivate and engage youth, parents and families in health and wellness. According to the Center for Disease Control and Prevention, youth who engage in at least 60 minutes of physical activity daily reduce their risk of obesity and diabetes, increase self-confidence and have a better outlook on life.

Digital VibeZ seeks funding to implement the Wellness Workshops and Family Fitness Events Program.

**Wellness Workshops and Family Fitness Events** are a series of seven (7) one-hour sessions and a culminating event which will expose youth to increased physical activity. In response to COVID-19, Digital VibeZ, Inc. will utilize the following formats for sessions: in-person, virtual, live or pre-recorded. It is important during these ever changing times, to be flexible with the needs of the sites. Each site will complete an interest form that identifies their need for program format. Sites that opt for virtual sessions will utilize Google Classroom or Zoom to access the sessions. Sites that prefer pre-recorded sessions will use the portal on Digital VibeZ's website or our app to access the program. These formats will provide sites with continuity and ease of access. The Wellness Workshops program is growing and additional sites have expressed interest in collaborating to ensure that as many youths as possible stay active and healthy during the summer months, especially during this pandemic where children are not able to get out and be active like usual. As a result, Digital VibeZ will increase youth participants by 250 or 33.33%.

In collaboration with Eat Better Live Better, Wellness Workshops will serve 1000 youth, ages 5 to 12, by providing dance fitness, and nutrition information. Trained instructors will serve 25 locations. Each Workshop consists of seven (7) one-hour sessions and will teach 15-25 youth participants per session about health and wellness. The Workshops include fun physical activity, nutritional education and diabetes education for the students. The final session (Session 8) features a culminating event involving



fun fitness activities, dance, music and educational activities for youth, parents and families. Family Fitness Events are an integral part of the program as they provide an opportunity for youth to showcase their talent and hard work to their families and caregivers. Digital VibeZ will implement 25 Family Fitness Events and seeks funding to successfully implement these events. Family Fitness Events give parents, schools and the community an opportunity to celebrate all student accomplishments and provide fun educational and physical activities for families and attendees, in addition to a dance performance created by program participants.

Digital VibeZ believes that engaging parents and communities will foster increased physical activity and decreased childhood obesity. Research shows that when families are engaged, youth outcomes, such as school attendance, behavior, and achievement improve.

Digital VibeZ holds an annual fitness-culminating event, the KidsFit Jamathon, where approximately 3,000 youth celebrate their accomplishments and gain additional resources to help them sustain a healthy lifestyle. It provides an opportunity for youth to showcase their talent and hard work to their peers, families and the community.

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

Wellness Workshops and Family Fitness Events are modeled after the innovative study, *Dance for Health* in 1994. African-American and Hispanic adolescents were enrolled in an enjoyable aerobic dance program to increase physical activity and decrease body mass index (BMI). Students also received education about general health education. Forty-three (43) youth participated in the dance classes while 38 were assigned to general physical activity in the playground. Youth who participated in the dance class had a lower BMI compared to those who simply played in the playground.

The goal of the Wellness Workshops and Family Fitness Events is to increase physical activity, provide nutritional education and to do so in a fun and engaging manner. Countless studies have shown that recreational dance interventions increase youth's physical activity. A systematic review of fourteen studies conducted by Burkhardt and Brennan (2012) also found that recreational dance activities involving 5 to 21-year-olds "improve cardiovascular fitness and bone health of children and young people and can contribute to preventing or reducing obesity." There is also evidence that dance participation may improve self-concept, body image and reduce anxiety.

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

Childhood obesity is a preventable condition. According to the Center for Disease Control and Prevention, childhood obesity has more than doubled in children and quadrupled in adolescents in the past 30 years. These numbers disproportionately affect children in low-income communities due to lack of education and available resources. Low socioeconomic school-aged children have a higher risk of obesity (Vieweg, *Southern Medical Journal*). Obesity rates increased by 10% for all U.S. children 10 to 17-years old between 2003 and 2007, but by 23% during the same time period for low-income children (Singh et al., 2010a). The national obesity rate is 18.5% (Stateofobesity.org, 2018). In Palm Beach County alone, the Youth Risk Behavior Survey of 2017 shows that 23.1% of students are overweight or obese. As obesity rates increase, so does the rate of type 2 diabetes along with other conditions. African Americans (12.8%) and Hispanics (13.2%) are twice as likely to be diagnosed with diabetes as non-Hispanic whites. Digital VibeZ serves all youth, with a particular focus on minority youth who are disproportionately affected by obesity and/or diabetes. The target population is more prone to obesity, diabetes, and several other risk factors such as anxiety, depression, and cardiovascular disease.

Bored youth with little or no adult supervision outside of school are more at risk for developing negative health outcomes and are more prone to commit legal offenses as well as struggle academically compared to their counterparts who take part in engaging activities. Digital VibeZ is committed to providing engaging recreational activities to youth who would could not participate in them otherwise. The Wellness Workshop and Family Fitness Events utilize fun dance fitness and nutritional education to reduce the obesity epidemic as we educate our youth and families. To fight this condition, youth must become more physically active and understand nutrition. The most essential element of the program is that youth participants have fun and do not view the program as “exercise”. Wellness Workshops work because youth are active and have fun. Youth will learn to utilize dance as an art form to stay healthy. Wellness Workshops and Family Fitness Events allow the youth to participate in hands-on activities that educate, encourage, and empower students to maintain a healthy and active lifestyle.

**Services:**

- Deliver Wellness Workshops and Family Fitness Events, a series of seven (7) one-hour sessions delivered by trained instructors to out-of-school programs and summer camps in high need communities throughout Palm Beach County;
- Monitor youth participants through use of a journal (online versions available);
- Provide Family Fitness Events to engage youth, parents, caregivers and the community.

**Outcomes:**

- 850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of nutrition and diabetes;
- 850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of stress management;
- 800 of 1000 (80%) of youth participants will demonstrate an increase in physical activity;
- 800 of 1000 (80%) of youth participants will attend the annual KidsFit Jamathon event.

Digital VibeZ will utilize a data tracking system to collect metrics on the program (i.e. pre/post- tests results, surveys, attendance, etc.). Outcomes will be evaluated using pre and post data comprising collective children’s weight, basic information about eating habits, and activity level. Upon completion of the 7-session program, pre and post data will be compared and reported.

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

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

**Projected number of clients served:**

1000

**EXHIBIT A, FORM 1**

**Logic Model**

# Digital VibeZ, Inc.

☐ Family ☒ Agency ☐ Community

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/ Need/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<u>Instruction: Need/ Problem/ Situation</u>	<u>Instruction: What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe &amp; # of Units</u>	<u>Instruction: Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions</u>	<u>Instruction: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ by # Served)</u>	<u>Instruction: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)</u>	<u>Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports</u>	<u>Instruction: Collection Procedure &amp; Personnel Responsible</u>	<u>Instruction: Time &amp; Frequency of Evaluation/Outcome Measurement</u>
Children lack engaging fitness and nutrition activities/programming in high need communities, putting them at risk for developing negative health behaviors, legal offenses, and poor academic performance.	Deliver Wellness Workshops and Family Fitness Events, a series of seven one-hour sessions delivered by trained instructors.	Participants will demonstrate an increase knowledge and understanding of nutrition and diabetes.	850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of nutrition and diabetes.		Pre & Post Test, Participant Journal, pre and post group weight results	Program Director will administer pre and post test, surveys, and take group weight results, document participant steps and review journal entries.	Pre/Post test and group weight administered once at program registration and again at program close. Journal entries and steps documented/reviewed weekly.
Minority youth are disproportionately affected by diabetes, cardiovascular disease, depression, and other health risks.	Deliver Wellness Workshops and Family Fitness Events, a series of seven one-hour sessions delivered by trained instructors.	Participants will demonstrate an increase in knowledge and understanding of stress management.	850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of stress management.		Pre & Post Test, Participant Journal, pre and post group weight results	Program Director will administer pre and post test, surveys, and take group weight results, document participant steps and review journal entries.	Pre/Post test and group weight administered once at program registration and again at program close. Journal entries and steps documented/reviewed weekly.
Minority youth are disproportionately affected by diabetes, cardiovascular disease, depression, and other health risks.	Monitor youth participants through use of a journal (online versions available).	Participants will demonstrate an increase in physical activity.	800 of 1000 (80%) of youth participants will demonstrate an increase in physical activity.		Pre & Post Test, Participant Journal, pre and post group weight results	Program Director will administer pre and post test, surveys, and take group weight results, document participant steps and review journal entries.	Pre/Post test and group weight administered once at program registration and again at program close. Journal entries and steps documented/reviewed weekly.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/ Need/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<u>Instruction: Need/ Problem/ Situation</u>	<u>Instruction: What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe &amp; # of Units</u>	<u>Instruction: Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions</u>	<u>Instruction: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ by # Served)</u>	<u>Instruction: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)</u>	<u>Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports</u>	<u>Instruction: Collection Procedure &amp; Personnel Responsible</u>	<u>Instruction: Time &amp; Frequency of Evaluation/Outcome Measurement</u>
Children lack engaging fitness and nutrition activities/programming in high need communities, putting them at risk for developing negative health behaviors, legal offenses, and poor academic performance.	Provide Family Fitness Events to engage youth, parents, caregivers and the community	Youth, their families, and the community will have access to engaging fitness and nutrition programming.	800 of 1000 (80%) of youth participants will attend the annual KidsFit Jamathon event.		Event registration and attendance logs	Program Director will collect registration and attendance information during the KidsFit Jamathon.	Once, during the KidsFit Jamathon event.

## **EXHIBIT A, FORM 2**

### **Annual Report Format**

*The AGENCY will submit an annual report by entering program specific data into the CBA Portal.*



ANNUAL REPORT  
COMMUNITY BASED AGENCY CONTRACT

CONTRACT PERIOD: June 1, 2021 – September 30, 2021

EXECUTIVE SUMMARY	
Agency Name:	Digital Vibez, Inc.
Program Name:	Wellness Workshops and Family Fitness Events
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:

- Deliver Wellness Workshops and Family Fitness Events, a series of seven (7) one-hour sessions delivered by trained instructors to out-of-school programs and summer camps in high need communities throughout Palm Beach County;
- Monitor youth participants through use of a journal (online versions available);
- Provide Family Fitness Events to engage youth, parents, caregivers and the community.

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:** 850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of nutrition and diabetes.  
**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

**Target:** 850 of 1000 (85%) of youth participants will demonstrate an increase in knowledge and understanding of stress management.  
**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

**Target:** 800 of 1000 (80%) of youth participants will demonstrate an increase in physical activity.  
**Actual for the grant year:** \_\_\_\_ of \_\_\_\_ (\_\_\_\_%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

**Target:** 800 of 1000 (80%) of youth participants will attend the annual KidsFit Jamathon event.  
**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

UNIT COST OF SERVICE RATE AND DEFINITION

The Scope of Work to be completed by the AGENCY, as defined in **Exhibit A**, consist of submission to the COUNTY of certain “deliverables” as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Unit Cost of Service Rate and Definition:

<b>Program:</b> Wellness Workshops and Family Fitness Events		<b>Community Based Agency:</b> Digital Vibez, Inc.	
<b>Contract Period:</b> June 1, 2021 – September 30, 2021			
<b>Unit Cost of Service Rate Definition</b>	<b>Unit</b>	<b>Unit Cost of Service Rate</b>	<b>Total Cost of Service</b>
<u>Wellness Workshops:</u> A unit of service is defined as one (1) one-hour session of Wellness Workshops.	175	\$714.28	\$124,999
<u>Family Fitness Events:</u> A unit of service is defined as one (1) Family Fitness Event.	25	\$1,800	\$45,000
<b>TOTAL CONTRACT</b>			<b>\$169,999</b>
<b>Deliverables Description:</b> <u>Wellness Workshops:</u> <ul style="list-style-type: none"><li>• Proof of Service (include list of session dates, locations, groups, and attendance records)</li><li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li></ul> <u>Family Fitness Events</u> <ul style="list-style-type: none"><li>• Proof of Service (include list of event dates, locations, groups, and attendance records)</li><li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li></ul>			

2021-0798

BGEX 150 0405210000000001164

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

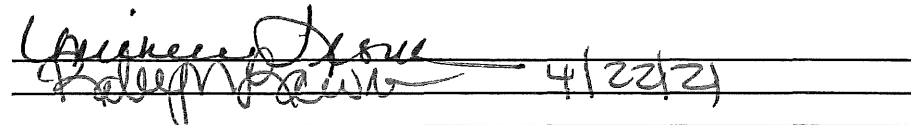
BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/05/2021	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	160,943	472,204	0	169,999	302,205	0	302,205
0001-154-1501-8201 Contributions Non-Govtl Agency	0	0	169,999	0	169,999	0	169,999
TOTALS			169,999	169,999			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 05/18/2021

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

  
4/22/21

Deputy Clerk to the  
Board of County Commissioners