

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021

Consent Regular

Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Action Program

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to Contracts for Provision of Professional Services with the below-listed agencies, to extend the end date from September 30, 2021 to September 30, 2022 and to increase funding in an amount totaling \$165,000:

A) Amendment No. 1 with Christians Reaching Out to Society, Inc. (CROS) (R2020-1542), for the period October 1, 2020 through September 30, 2022, to revise the end date and to increase the overall funding by \$75,000 for a new total amount not-to-exceed \$150,000, to provide gleaning services to low-income participants;

B) Amendment No. 1 with CareerSource Palm Beach County, Inc. (CareerSource) (R2020-1541), for the period August 1, 2020 through September 30, 2022, to revise the end date and to increase the overall funding by \$50,000 for a new total amount not-to-exceed \$100,000, to provide trade industry training and work readiness training services to low-income participants; and

C) Amendment No. 1 with Credit Card Management Services, Inc. (CCMS) (R2020-1332), for the period June 1, 2020 through September 30, 2022, to revise the end date and to increase the overall funding by \$40,000 for a new total amount not-to-exceed \$80,000, to provide financial literacy and management training services to low-income participants.

Summary: The above agencies are qualified to provide services for the Community Action Program (CAP). Funding is provided by the Community Services Block Grant (CSBG). CROS recruits and coordinates gleaning opportunities through the local church, civic and non-profit agencies within the County. CROS is the only agency (sole source) that provides gleaning services for food pantries in Palm Beach County. In Grant Year (GY) 2020, CROS gleaned 200,000 pounds of food for the County's food pantries. Under this new contract, CROS will glean approximately 200,000 pounds of food. CareerSource and CCMS are important partners in the County's CSBG self-sufficiency program. In GY 2020, CareerSource provided services to ten clients. Under this contract, CareerSource will provide trade industry training, work readiness, and referral services to a minimum of ten clients. Qualified clients must be residents of Palm Beach County and meet the federal poverty level guidelines (FPLG). Under this contract, CCMS will provide financial literacy and management training to a minimum of 200 low-income residents in moving toward self-sufficiency. Through the County's CSBG self-sufficiency programs, in GY 2020, 20 individuals opened bank accounts, 33 individuals increased their savings, and 114 individuals improved their credit score. In family self-sufficiency programs, 67 of 79 clients who enrolled in self-sufficiency trainings completed training. A total of 35 unemployed clients obtained and maintained employment for over a 90 day period. Charles Duval, an employee of CareerSource, is a member of the Farmworker Program Advisory Board. Sandra Wright, an employee of CareerSource, is a member of the Community Action Advisory Board. These boards provide no regulation, oversight, management, or policy- setting recommendations regarding the agencies listed above. Disclosure of these contractual relationships at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. **No County funds are required.** (Community Action Program) Countywide (HH)

Background and Justification: Since 1999, the County has partnered with CROS to serve economically disadvantaged residents of Palm Beach County. The 2004 Countywide Food Security Survey identified a need for nutritional food resources in low-income neighborhoods and households. Gleaning is the gathering of excess produce after the fields have been harvested. The produce is distributed to homeless shelters, day care centers, senior centers, and emergency food pantries. CSBG funds are used to provide various services, such as rental and utilities assistance, and training to low-income households. A portion of the funds are used to provide employment skills training, job placement services, and financial literacy training to qualified Palm Beach County clients. These funds enable CAP to serve low-income households.

Attachments:

- 1. Amendment No. 1 with CROS
- 2. Amendment No. 1 with CareerSource
- 3. Amendment No. 1 with CCMS

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Recommended By:	8/19/21
<u>James Green</u> <small>RE3AFEE22BEDEA82</small>	Date
Department Director	
Approved By:	8/31/21
<u>Nancy L. Bolden</u>	Date
Assistant County Administrator	

II.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	165,000	165,000			
External Revenue	(165,000)	(165,000)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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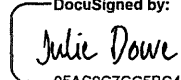
Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds: Yes X No

Budget Account No.:
 Fund 1003 Dept 145 Unit 1455 Object var. Program Code C472 Program Period var.

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

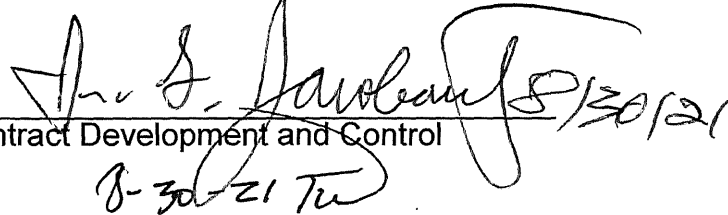
Federal grant through the Florida Department of Economic Opportunity

DocuSigned by:

C. Departmental Fiscal Review: 
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

 8/20/21
 OFMB 8/20/21 8/20
 8/30/21
 Contract Development and Control 8-30-21 Tu

B. Legal Sufficiency:


 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT 1

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES (R2020-1542) made and entered into at West Palm Beach Florida, on this _____ day of _____, 20__, 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 **Christians Reaching Out to Society, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1802917**.

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

WITNESSETH:

WHEREAS, on October 20, 2020, the above named parties entered into a one (1) year contract to provide vocational training and employment services to low income participants (the Contract) in an annual amount of \$75,000 for Grant Year 2020-2021 (**R2020-1542**); and

WHEREAS, the need exists to amend the Contract to extend the Contract end date from September 30, 2021 to September 30, 2022 by updating **ARTICLE 4 – SCHEDULE**, and to increase the payment amount from \$75,000 to \$150,000 by updating **ARTICLE 5 – PAYMENTS TO AGENCY** and by replacing **EXHIBIT B – UNITS OF SERVICE RATE AND DEFINITION** with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION**, as well as to update **ARTICLE 9 – INSURANCE** and **ARTICLE 53 – E-VERIFY – EMPLOYMENT ELIGIBILITY**, and re-number **ARTICLE 51 – REGULATIONS**, **ARTICLE 52 – COUNTERPARTS**, and **ARTICLE 53 – ENTIRETY OF CONTRACTUAL REQUIREMENTS**.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on October 20, 2020 (R2020-1542) is amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference.
- II. **EXHIBIT B – UNITS OF SERVICE RATE AND DEFINITION** is replaced in its entirety with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION** attached hereto and made a part hereof.
- III. **ARTICLE 4 – SCHEDULE** shall be replaced in its entirety with the following:

ARTICLE 4 – SCHEDULE

The AGENCY shall commence services on October 1, 2020 and complete services by September 30, 2022.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A**, **EXHIBIT B1**, and the **Article 17 - AGENCY'S PROGRAMMATIC REQUIREMENTS**.

- IV. **ARTICLE 5 – PAYMENTS TO AGENCY** shall be replaced in its entirety with the following:

ARTICLE 5 – PAYMENTS TO AGENCY

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 AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) OVER A TWO-YEAR PERIOD, OF WHICH SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) IS BUDGETED IN FISCAL YEAR 2021 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS CONTRACT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B1** 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.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B1**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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. Any payment due by 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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding

source or under more than one COUNTY funded program.

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.

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>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

V. **ARTICLE 9 – INSURANCE** shall be replaced in its entirety with the following:

ARTICLE 9 – INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least 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 the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. Professional Liability: AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy

of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. Waiver of Subrogation: Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 that 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.
- F. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- G. 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.

VI. **ARTICLE 53 – E-VERIFY – EMPLOYMENT ELIGIBILITY** shall be replaced in its entirety with the following:

ARTICLE 53 – 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 subcontractors 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 subcontractors an affidavit stating that the subcontractor 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 subcontractor 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 subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. 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.

- VII. **ARTICLE 51 – REGULATIONS** in its entirety shall be re-numbered as **ARTICLE 50 REGULATIONS.**
- VIII. **ARTICLE 52 – COUNTERPARTS** in its entirety shall be re-numbered as **ARTICLE 51 COUNTERPARTS.**
- IX. **ARTICLE 53 – ENTIRETY OF CONTRACTUAL REQUIREMENTS** in its entirety shall be re-numbered as **ARTICLE 52 ENTIRETY OF CONTRACTUAL REQUIREMENTS.**
- X. All other provisions of the Contract not in conflict with this First Amendment remain in full force and effect, and are to be performed at the same level as specified in the Contract.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

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

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

Christians Reaching Out to Society, Inc.,
AGENCY'S Name Typed

AGENCY'S Signatory

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Taruna Malhotra, Assistant Director
Community Services Department

**UNITS OF SERVICE RATE AND DEFINITION
2020-2022 COMMUNITY ACTION PROGRAM CONTRACT**

AGENCY: Christians Reaching Out To Society, Inc. (CROS)

SERVICE: Gleaning

Description	Unit Rate	FY 2021	FY 2022	Total Contract Amount
<p>Unit Cost = 1 pound (1 LB) of gleaned produce.</p> <p>As produce is gleaned and documented, AGENCY will submit an invoice to DEPARTMENT at 50% of the unit cost per pound in accordance with Exhibit F.</p> <p>The AGENCY must submit EXHIBIT E – MONTHLY REPORT FOR GLEANING PROGRAM and EXHIBIT F – UNIT COST PER POUND along with an invoice reflecting 50% of the unit cost per pound as back-up documentation. This will be sufficient to establish the expense incurred.</p> <p>Once 200,000 lbs. of produce has been gleaned and documented, that will meet 100% of Contract requirement, not-to-exceed contract amount of \$75,000.</p>	<p>For Unit Cost per LB, see EXHIBIT F</p>	<p align="center">\$75,000</p>	<p align="center">\$75,000</p>	<p align="center">\$150,000</p>

Annual allocations DO NOT roll over to future fiscal years if unspent.



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001170	Christians Reaching Out To Society, Inc.	Modified	Compliant					010-01	CAP - Client Services
		A+g , XV	Princeton Excess & Surplus Lines Insurance Com	N2A3RL000001711	12/31/2020	12/31/2021	General Liability		
		A++ , XV	Safety National Casualty Corporation	SP4061875	12/31/2020	12/31/2021	Workers Comp		

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES (R2020-1541) made and entered into at West Palm Beach, Florida, on this _____ day of _____, 20__, 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 **CareerSource Palm Beach County, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0709274**.

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

WITNESSETH:

WHEREAS, on October 20, 2020, the above named parties entered into a one (1) year contract to provide vocational training and employment services to low income participants (the Contract) in an annual amount of \$50,000 for Grant Year 2020-2021 (**R2020-1541**); and

WHEREAS, the need exists to amend the Contract to extend the Contract end date from September 30, 2021 to September 30, 2022 by updating **ARTICLE 4 – SCHEDULE**, and to increase the payment amount from \$50,000 to \$100,000 by updating **ARTICLE 5 – PAYMENTS TO AGENCY** and by replacing **EXHIBIT B – UNITS OF SERVICE RATE AND DEFINITION** with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION**, as well as to update **ARTICLE 9 – INSURANCE** and **ARTICLE 35 – E-VERIFY – EMPLOYMENT ELIGIBILITY**, and re-number **ARTICLE 51 – REGULATIONS**, **ARTICLE 52 – COUNTERPARTS**, and **ARTICLE 53 – ENTIRETY OF CONTRACTUAL REQUIREMENTS**.

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- I. The foregoing recitals are true and correct and incorporated herein by reference.
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- III. **ARTICLE 4 – SCHEDULE** shall be replaced in its entirety with the following:

ARTICLE 4 – SCHEDULE

The AGENCY shall commence services on August 1, 2020 and complete services by September 30, 2022.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B1, and Article 17 - AGENCY'S PROGRAMMATIC REQUIREMENTS.**

IV. **ARTICLE 5 – PAYMENTS TO AGENCY** shall be replaced in its entirety with the following:

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The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B1** 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.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B1**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

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COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

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.

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>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

V. **ARTICLE 9 – INSURANCE** shall be replaced in its entirety with the following:

ARTICLE 9 – INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least 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 the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. Professional Liability: AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies

written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. Waiver of Subrogation: Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 that 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.
- F. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- G. 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.

- VI. **ARTICLE 35 – E-VERIFY – EMPLOYMENT ELIGIBILITY**, shall be replaced in its entirety with the following:

ARTICLE 35 – 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 subcontractors 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 subcontractors an affidavit stating that the subcontractor 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 subcontractor 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 subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. 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.

- VII. **ARTICLE 51 – REGULATIONS** in its entirety shall be re-numbered as **ARTICLE 50 REGULATIONS**.
- VIII. **ARTICLE 52 – COUNTERPARTS** in its entirety shall be re-numbered as **ARTICLE 51 COUNTERPARTS**.
- IX. **ARTICLE 53 – ENTIRETY OF CONTRACTUAL REQUIREMENTS** in its entirety shall be re-numbered as **ARTICLE 52 ENTIRETY OF CONTRACTUAL REQUIREMENTS**.
- X. All other provisions of the Contract not in conflict with this First Amendment remain in full force and effect, and are to be performed at the same level as specified in the Contract.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

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

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

CareerSource Palm Beach County, Inc.
AGENCY'S Name Typed

AGENCY'S Signatory

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Taruna Malhotra, Assistant Director
Community Services Department

**UNITS OF SERVICE RATE AND DEFINITION
2020-2022 COMMUNITY ACTION PROGRAM**

AGENCY: CareerSource Palm Beach County, Inc.
SERVICE: Work Readiness Training and Trades Industry Training

Description	Unit Cost	FY 2021	FY2022	Total Contract Amount
Unit Cost is one client served under the program. Payments for services will be reimbursed for actual cost, as evidenced in general ledger.	Unit Cost is actual expense	\$50,000.00	\$50,000.00	\$100,000.00

Unspent annual allocations DO NOT roll over to future fiscal years.

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF PROFESSIONAL SERVICES (R2020-1332) made and entered into at West Palm Beach Florida, on this _____ day of _____, 20___, 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 **Credit Card Management Services, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **31-1483386**.

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

W I T N E S S E T H:

WHEREAS, on September 15, 2020, the above named parties entered into a one (1) year contract to provide vocational training and employment services to low income participants (the Contract) in an annual amount of \$40,000 for Grant Year 2020-2021 (R2020-1332); and

WHEREAS, the need exists to amend the Contract to extend the Contract end date from September 30, 2021 to September 30, 2022 by updating **ARTICLE 4 – SCHEDULE**, and to increase the payment amount from \$40,000 to \$80,000 by updating **ARTICLE 5 – PAYMENTS TO AGENCY** and by replacing **EXHIBIT B – UNITS OF SERVICE RATE AND DEFINITION** with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION**, as well as to update **ARTICLE 9 – INSURANCE**, and to add **ARTICLE 51 – E-VERIFY – EMPLOYMENT ELIGIBILITY** and **ARTICLE 52 – SUBCONTRACTING**.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on October 20, 2020 (R2020-1332) is amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference.
- II. **EXHIBIT B – UNITS OF SERVICE RATE AND DEFINITION** is replaced in its entirety with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION** attached hereto and made a part hereof.
- III. **ARTICLE 4 – SCHEDULE** shall be replaced in its entirety with the following:

ARTICLE 4 – SCHEDULE

The AGENCY shall commence services on June 1, 2020 and complete services by September 30, 2022.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B1, and Article 17 - AGENCY'S PROGRAMMATIC REQUIREMENTS.**

- IV. **ARTICLE 5 – PAYMENTS TO AGENCY** shall be replaced in its entirety with the following:

ARTICLE 5 – PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) OVER A TWO-YEAR PERIOD, OF WHICH FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) IS BUDGETED IN FISCAL YEAR 2021 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS CONTRACT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B1** 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.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B1**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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. Any payment due by 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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

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.

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>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

V. **ARTICLE 9 – INSURANCE** shall be replaced in its entirety with the following:

ARTICLE 9 – INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least 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 the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. Professional Liability: AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-

renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

- E. Waiver of Subrogation: Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 that 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.
- F. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY’S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- G. 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.

- VI. New article, **ARTICLE 51 – E-VERIFY – EMPLOYMENT ELIGIBILITY**, is added to read as follows:

ARTICLE 51 – 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 subcontractors 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 subcontractors an affidavit stating that the subcontractor 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 subcontractor 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 subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. 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.

VII. New article, **SUBCONTRACTING**, is added to read as follows:

ARTICLE 52 - 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.

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

VIII. All other provisions of the Contract not in conflict with this First Amendment remain in full force and effect, and are to be performed at the same level as specified in the Contract.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

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

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

Credit Card Management Services, Inc.,
AGENCY'S Name Typed

AGENCY'S Signatory

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Taruna Malhotra, Assistant Director
Community Services Department

**UNITS OF SERVICE RATE AND DEFINITION
2020-2022 COMMUNITY ACTION PROGRAM**

AGENCY: Credit Card Management Services, Inc.

SERVICE: Financial Management Services

Description	Unit Rate	FY 2021	FY 2022	Total Contract Amount
<p>Unit Cost is one client served under the program.</p> <p>Clients cannot be submitted for reimbursement more than once.</p> <p>Activities for clients can include, but not limited to, provision of individual counseling sessions, workshops, seminars and group classes that address basic financial literacy, banking, credit worthiness, predatory lending, budget management, home ownership, and work readiness.</p>	<p>Unit Rate is \$200</p> <p>Services will be reimbursed based on the completion of training and deliverable of certificate of completion received for up to 200 clients.</p>	<p>\$40,000.00</p>	<p>\$40,000.00</p>	<p>\$80,000.00</p>

Annual allocations DO NOT roll over to future fiscal years if unspent.

Credit Card Management Services, Inc.

1325 N Congress Ave Ste 201
West Palm Beach, FL 33401

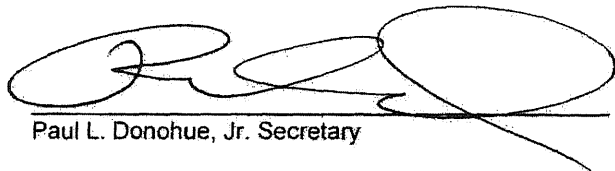
Resolution of Signing Authority

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, loan applications and/or sales contracts, obligations, and certificates, entered into by the Company to acquire and sell distressed properties shall be signed by any one of the persons listed below:

Paul L. Donohue, Jr., President
Mohan Lalwani, Program Manager

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Credit Card Management Services, Inc. a corporation duly formed pursuant to the laws of the State of Florida and that the foregoing is a true record of a resolution duly adopted in lieu of an actual meeting of the Directors in accordance with Florida state law and the Bylaws of Credit Card Management Services, Inc. on 10th of June, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of Credit Card Management Services, Inc. this 10th of June, 2016.



Paul L. Donohue, Jr. Secretary

[Credit Card Management Services, Inc. no seal]



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001061	Credit Card Management Services	Modified	Compliant					058-01	CSBG Self-Sufficiency Programs
		Ar , XII	Old Dominion Insurance Company	BPG28804	3/15/2021	3/15/2022	General Liability		
		A+r , XV	Scottsdale Indemnity Company	EKJ3353634	11/14/2020	11/14/2021	Professional Liability		
		A+p , XV	Hartford Fire Insurance Company	76WBGAE5LY9	11/9/2020	11/9/2021	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :