



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs		\$621,000	\$670,000	\$670,000	
External Revenue		(\$342,792)	(\$370,000)	(\$370,000)	
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>		\$278,208	\$300,000	\$300,000	
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed 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     2066      Obj     8201    
Rev No:  
Fund                    0001      Dept     154      Unit     2066      Obj     6943  

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

The net fiscal impact associated with this Contract shall be funded by current FY2022 ad valorem. The budget amendment will allow the County to make payments to the UW to carry out the Scope of Work and recognize the revenue from CSC to offset the additional cost.

Departmental Fiscal Review: *Monica Lopez*

**III. REVIEW COMMENTS**

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

*Lisa Mentz*              9/10/21    
OFMB                  *9/9/21*  
*for review 9/9/21*  
*action 9/9/21*

*David J. Johnson*              9/14/21    
Contract Development & Control

**B. Legal Sufficiency:**  
*Helene C. ...*  
Assistant County Attorney

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

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

## CONTRACT FOR ENHANCED MENTORING ENGAGEMENT

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 the Children's Services Council of Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as CSC, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and the United Way of Palm Beach County, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the UNITED WAY, whose Federal I.D. is 59-0683258.

**WHEREAS**, the CSC and County have agreed to jointly fund the UNITED WAY for Enhanced Mentoring Engagement program as described in **Exhibit A** (Scope of Work) attached hereto;

**WHEREAS**, the UNITED WAY is a not-for-profit agency providing services to residents of Palm Beach County and operates the Mentor Center;

**WHEREAS**, the Parties recognize the advantages of collaboration to assist in the delivery of the enhanced mentoring service for high need youth especially those with involvement in the dependency and delinquency systems; and.

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

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

### **ARTICLE 1 - SERVICES**

The UNITED WAY agrees to provide services and/or enter into subcontracts for specific residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The UNITED WAY 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) and the CSC. Any subcontractor receiving funding under this contract must have an office location in Palm Beach County. All services funded under this contract may only be used to meet 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/liason during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5702).

The CSC's representative/liaison during the performance of this Contract shall be Nancy Esparza, Program Officer, (telephone no. 561-374-7582).

The UNITED WAY'S representative/liaison during the performance of this Contract shall be Seth Bernstein, Executive Vice President of Community Investments, (telephone no. 561-375-6608).

**ARTICLE 2 - SCHEDULE**

- A. The UNITED WAY shall commence services on October 5, 2021, and complete all services on or before September 30, 2024.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.
- C. For the period October 5, 2021 through September 30, 2022 (FY22), the COUNTY has agreed to provide \$278,208 and the CSC has agreed to provide \$342,792, to support the implementation of enhanced mentoring services described in the attached **Exhibit A** (Scope of Work), **Exhibit B** (Schedule of Payments – COUNTY to UNITED WAY, and **Exhibit C** (Schedule of Payments – CSC to COUNTY).
- D. For the period October 1, 2022 through September 30, 2023 (FY23) and October 1, 2023 through September 30, 2024 (FY24), the COUNTY will provide no more than \$300,000 annually and the CSC will provide no more than \$370,000 annually. The COUNTY and the CSC reserve the right to increase or decrease the financial commitment for FY23 and FY24.
  - a. For FY23 and FY24 (October 1-September 30) the Parties will agree on a revised **Exhibit A** if needed, and a new **Exhibit B** and **Exhibit C**. The COUNTY and the CSC agree to advise the UNITED WAY as to the amount of funding each will contribute no later than May 1<sup>st</sup> of the then fiscal year and the UNITED WAY will submit a proposed Scope of Work no later than May 31<sup>st</sup> of the then current fiscal year for review by the COUNTY and the CSC.
- E. The COUNTY agrees to assume all responsibility for payments to the UNITED WAY, as well as all contract and performance monitoring as describe in Article 12 below.

**ARTICLE 3 – INVOICING AND PAYMENTS**

- A. The COUNTY shall pay to the UNITED WAY for services rendered under this Contract not to exceed a total amount of ONE MILLION NINE HUNDRED SIXTY ONE THOUSAND DOLLARS (\$1,961,000). The UNITED WAY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibits B and C** 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. On or before the 15<sup>th</sup> of each month following the month of service, the UNITED WAY shall invoice the COUNTY for Hub Payments, consistent with the attached **Exhibit B**. Within 15 days of receipt of the UNITED WAY invoice by the COUNTY, the COUNTY shall invoice the CSC an amount that will represent 55.2% of the monthly UNITED WAY invoice, consistent with the attached **Exhibit C**. The CSC will pay the COUNTY within 45 days.
- C. All requests for payments of this Contract shall include an original cover memo on the UNITED WAY'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.
- “All expenses included in this claim [  ] were [  ] were not [check one] incurred in accordance with the provisions of the Contract. [If you checked “were not”, please provide justification].”
- D. The UNITED WAY 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<sup>th</sup>, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts. Should the COUNTY decline to make payment under this section, the COUNTY will notify the CSC representative prior to notifying the UNITED WAY.
- E. Payment of invoices by the COUNTY to the UNITED WAY shall be contingent on timely receipt of all required reports. 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 the COUNTY under the terms of this Contract shall be withheld until all reports due from the UNITED WAY and necessary adjustments have been approved by the COUNTY. In the event that the UNITED WAY 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 advise the CSC of the non-compliance and the COUNTY and the CSC will take this into consideration during the next funding year.
- F. COUNTY funding can be used to match grants from non-COUNTY sources; however, the UNITED WAY 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 all parties herein to close their books and records, the UNITED WAY will clearly state "final invoice" on the final/last billing to the COUNTY for the then current fiscal year. This shall constitute the UNITED WAY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County for the current fiscal year. Any other charges not properly included on this final invoice are waived by the UNITED WAY.

H. In order to do business with Palm Beach County, the UNITED WAY 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 UNITED WAY intends to use subcontractors, the UNITED WAY must also ensure that all subcontractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractors register 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. The CSC'S performance and obligation to pay the COUNTY under this Contract for subsequent fiscal years are contingent upon the annual budget and TRIM approval process by the Board of the CSC.

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

Signature of this Contract by the UNITED WAY 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 UNITED WAY'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 UNITED WAY 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 the COUNTY's review or acceptance of insurance maintained by the UNITED WAY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the UNITED WAY under the Contract. The UNITED WAY 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. The UNITED WAY will contractually require any subcontractors to maintain in full force and effect at all times during the terms of the subcontract at least the insurance coverage and minimum limits (including endorsement) as described herein.

- A. **Commercial General Liability** – The UNITED WAY and its subcontractors 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 UNITED WAY and its subcontractors 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 UNITED WAY and its subcontractors 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 UNITED WAY and/or its subcontractors does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the UNITED WAY and/or its subcontractors 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 UNITED WAY and its subcontractors shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- E. **Additional Insured** – The UNITED WAY shall endorse the COUNTY and CSC 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 UNITED WAY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. The UNITED WAY hereby waives any and all rights of Subrogation against CSC, 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 UNITED WAY 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 UNITED WAY enter into such an agreement on a pre-loss basis. Any subcontractors shall be contractually required to waive any and all rights of Subrogation against the COUNTY and CSC (as well as their officers, employees and agents)
- 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 UNITED WAY 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. **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 UNITED WAY shall protect, defend, reimburse, indemnify and hold the COUNTY and the CSC, 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 UNITED WAY or its subcontractors. The UNITED WAY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY or the CSC.

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

The COUNTY, the CSC and the UNITED WAY 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, the CSC nor the UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 or the CSC.

The UNITED WAY 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 UNITED WAY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The UNITED WAY shall comply with all legal criminal history record check regulations required for the population they serve. The UNITED WAY 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 UNITED WAY 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 delivering services to client. All criminal background checks shall be done at the expense of the UNITED WAY. The UNITED WAY shall require all subcontracted providers' staff or volunteers to have a satisfactory Level 2 Background Check prior to contact with any minors.

#### **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 UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY retaliate against any person for reporting instances of such discrimination. The UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 CSC, the COUNTY and/or the UNITED WAY.

**ARTICLE 12 – UNITED WAY'S PROGRAMMATIC REQUIREMENTS**

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

- A. The UNITED WAY shall maintain separate financial records for this Contract and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP). 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. These costs must support the unit cost of service rate and number of units billed.
- B. The UNITED WAY 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. The COUNTY shall then reimburse the CSC for its portion of any funds that are misused, misspent, or for any reason deemed by the COUNTY to have been spent on ineligible expenses.

- C. The UNITED WAY, the CSC and the COUNTY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The UNITED WAY, the CSC and the COUNTY 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 UNITED WAY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the UNITED WAY to assure that its fiscal and programmatic goals and conduct as outlined in the attached **Exhibit A**, and the attached **Exhibits B** and **C** 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 UNITED WAY 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. The COUNTY agrees to make available its programmatic and fiscal monitoring to the CSC within 45 days of issuance of its final monitoring report.
- F. The UNITED WAY will maintain its financial books, records and documents in accordance with generally accepted accounting procedures and practices, so that they sufficiently and properly reflect all expenditures of funds under this Contract. The UNITED WAY will ensure that these records are available for inspection, review or audit by persons duly authorized by the COUNTY and/or the CSC to make such inspection, review or audit.
- G. The UNITED WAY will also require any subcontractors to maintain financial books, records and documents in accordance with generally accepted accounting procedures and practices, so that they sufficiently and properly reflect all expenditures of funds under this Contract. The UNITED WAY will ensure that its subcontractors make these records available for inspection, review or audit by persons duly authorized by the COUNTY and/or the CSC to make such inspection, review or audit.
- H. Reporting requirements.
1. The UNITED WAY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
  2. The UNITED WAY shall require any subcontractors to provide reporting to the UNITED WAY consistent with the reporting requirements of the COUNTY.
  3. 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. Monthly reports shall be due no later than the 15<sup>th</sup> of the month and shall include the applicable data for the preceding month.
  1. The first monthly compliance report will be due no later than November 15<sup>th</sup>.
- ii. Quarterly reports shall be due no later than the 15<sup>th</sup> of the month and shall include the applicable data for the preceding quarter.
  1. Quarterly reports shall be due in January, April, July and October.
  2. The first reports are due no later than January 15<sup>th</sup>.
- iii. 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<sup>th</sup>.
  2. The UNITED WAY 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 UNITED WAY'S progress in attaining its goals as outlined in the attached Scope of Work.
- iv. Logic Model reports shall be due no later than October 15<sup>th</sup>, 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.
- v. 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.
- vi. The COUNTY will provide electronic access to or hard copies of any reports submitted by the UNITED WAY to the CSC.

I. Mandatory meetings.

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

J. Birth to 22 and Community Outreach Events

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

K. The UNITED WAY 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 UNITED WAY 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.

### **ARTICLE 13 - ACCESS AND AUDITS**

The UNITED WAY 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 UNITED WAY'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 UNITED WAY, 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 Parties are aware that the Inspector General of Palm Beach County has the authority to investigate and review matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain all records and documents from the COUNTY, the UNITED WAY and any subcontractors relating to this contract. The Parties understand and agree that in addition to all other remedies and consequences provided by law, the failure of the UNITED WAY and their subcontractors to fully cooperate with the Inspector General when requested may be deemed by the COUNTY and/or CSC to be a material breach of this contract justifying termination.

The UNITED WAY 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 UNITED WAY'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 PDF 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 to the DEPARTMENT. The DEPARTMENT shall provide one bound

PDF copy to the CSC upon receipt. 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 UNITED WAY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the UNITED WAY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

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

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

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

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

The UNITED WAY 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 UNITED WAY'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 UNITED WAY 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 UNITED WAY and any of its subcontractors 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 UNITED WAY 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 or the CSC. 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 UNITED WAY'S sole direction, supervision, and control. The UNITED WAY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNITED WAY'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 or the CSC.

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

**ARTICLE 18 - CONTINGENT FEES**

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

**ARTICLE 19 - SUBCONTRACTING**

Pursuant to this Contract, the UNITED WAY has/will enter into up to three (3) subcontracts with local nonprofit organizations for the delivery of the services outlined in **Exhibit A**. The COUNTY and the CSC reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

The UNITED WAY shall be required to submit each subcontractor's information and a copy of any executed contract to the COUNTY and to the CSC.

**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 UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY'S request, the COUNTY and the CSC shall consider the facts and extent of any failure to perform the work and, if the UNITED WAY'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 and the CSC'S rights to change, terminate, or stop any or all of the work at any time.



**ARTICLE 22 - ARREARS**

The UNITED WAY shall not pledge the COUNTY'S or the CSC'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The UNITED WAY 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 UNITED WAY 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. Copies of any such documents delivered to the COUNTY shall be provided to the CSC. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the UNITED WAY.

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 the CSC or at its expense will be kept confidential by the UNITED WAY, the CSC and the COUNTY 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 any one of the Parties upon sixty (60) days' prior written notice to the non-terminating Parties.

In the event of notice of termination by the UNITED WAY, the UNITED WAY will:

- 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 or the CSC, as approved by the COUNTY and the CSC, in order to ensure continuity of care.
- D. Submit an invoice to the COUNTY for final payment within thirty (30) days of the termination date. Following final payment to the UNITED WAY, the COUNTY will invoice the CSC for its portion of the final payment to the COUNTY.

In the event that either the CSC or the COUNTY give notice of termination, the non-terminating party (CSC or COUNTY) may elect, and contingent upon approval of the respective governing board, to re-negotiate with the UNITED WAY in order to provide for continuity of service. If the UNITED WAY elects not to continue the service, the UNITED WAY will comply with sections A through D above.

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

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

If the COUNTY and/or the CSC elect to make the change, the COUNTY shall initiate a contract amendment and the UNITED WAY shall not commence work on any such change until such written amendment is signed by the UNITED WAY and approved and executed on behalf of the CSC and 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 UNITED WAY, notices shall be addressed to:

United Way of Palm Beach County, Inc.  
Attn: Seth Bernstein, Executive Vice President of Community Investments  
477 S. Rosemary Avenue, Suite 230  
West Palm Beach, FL 33401

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

Children's Services Council of Palm Beach County  
Attn: Nancy Esparza  
2300 High Ridge Road  
Boynton Beach, FL 33426

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

The UNITED WAY 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 or the CSC; 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 and the CSC are exempt from payment of Florida State Sales and Use Taxes. The UNITED WAY shall not, unless otherwise provided by law, be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY or the CSC, nor is the UNITED WAY authorized to use the COUNTY'S or the CSC'S Tax Exemption Number in securing such materials.

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

- A. Keep and maintain public records required by the COUNTY and the CSC to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S or the CSC'S Custodian of Public Records, provide the COUNTY or the CSC 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 UNITED WAY 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 UNITED WAY does not transfer the records to the public agency.
- D. Upon completion of this Contract, the UNITED WAY shall transfer, at no cost to the COUNTY, all public records in possession of the UNITED WAY unless notified by the COUNTY'S representative/liason, 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 UNITED WAY transfers all public records to the COUNTY upon completion of this Contract, the UNITED WAY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the UNITED WAY keeps and maintains public records upon completion of this Contract, the UNITED WAY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNITED WAY 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 UNITED WAY to comply with the requirements of this article shall be a material breach of this Contract. The COUNTY and/or the CSC 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 UNITED WAY 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 UNITED WAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNITED WAY'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 UNITED WAY 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 the UNITED WAY 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 and/or the CSC.

- 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 UNITED WAY 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 the UNITED WAY, 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 UNITED WAY and the CSC shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

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

The UNITED WAY 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 UNITED WAY'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.

The UNITED WAY shall obtain from each of its subcontractors an affidavit stating that the subcontractors 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 UNITED WAY 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.

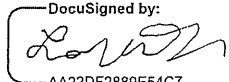
The COUNTY and/or the CSC shall terminate this Contract if it has a good faith belief that the UNITED WAY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the COUNTY and/or the CSC has a good faith belief that the UNITED WAY'S subcontractors

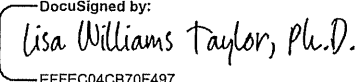
has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the COUNTY and/or the CSC shall notify the UNITED WAY to terminate its contract with the subcontractors and the UNITED WAY shall immediately terminate its contract with the subcontractors. If the COUNTY terminates this Contract pursuant to the above, the UNITED WAY 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 UNITED WAY shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

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

**UNITED WAY OF PALM BEACH COUNTY, INC.:**

**CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY:**

DocuSigned by:  
  
AA22DE2889E54C7  
\_\_\_\_\_  
Signature

DocuSigned by:  
  
EFFEC04CB70F497...  
\_\_\_\_\_  
Signature

Laurie George, Ph.D.  
Typed Name

Lisa Williams-Taylor, Ph.D.  
Typed Name

President & Chief Executive Officer  
Title

Chief Executive Officer  
Title

(corp. seal)

*{SIGNATURE PAGES CONTINUED}*

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: DocuSigned by:  
*Helene C. Hvizd*  
D233AA1DB87543B \_\_\_\_\_  
County Attorney

By: DocuSigned by:  
*Greta Loach-Jacobson*  
E8081D08C0E2489 \_\_\_\_\_  
Youth Services Department



## EXHIBIT A

### SCOPE OF WORK

<b>Contract Period:</b>	October 5, 2021 - September 30, 2024
<b>Agency Name:</b>	United Way of Palm Beach County, Inc.
<b>Program Name:</b>	United Way- Enhanced Mentoring Engagement
<b>Target Population:</b>	Youth aged 11 to 19 directly involved with or at-risk of entering the juvenile justice and/or dependency system.
<b>Geographic area(s) served:</b>	Boynton Beach, Delray Beach, Riviera Beach, West Palm Beach, Lake Worth Beach
<b>Commission District(s):</b>	District 2, District 3, District 4, District 5, District 7

#### Overview:

Based on data from The Mentoring Effect (2014), it is estimated that in Palm Beach County, 1 in 3 youth directly involved with or at-risk of entering the juvenile justice/dependency system need a mentor. High quality, enduring relationships with caring adults can lead to a wide range of positive outcomes for young people, including social emotional well-being, leadership skills, higher rates of volunteerism and post-secondary success (The Mentoring Effect, 2014). This need is further strengthened by the Birth to 22: United for Brighter Futures Youth Master Plan (2016) which states there is a need to promote social and emotional learning and well-being across all environments where young people spend their time. Additionally, according to this same survey, it found that less than 40% of youth felt like they had a supportive adult to talk to if they had a problem. For youth in the juvenile justice system, that percent is even lower.

“By the time any child comes into contact with law enforcement and the judicial system, it's highly likely that they have already experienced trauma and adversity in their lives. Ninety percent of young people in the juvenile justice system have at least one extreme stressor and usually far more” (The Mentoring Effect, 2014). In fact, juvenile offenders in Florida have starkly higher rates of Adverse Childhood Experiences (ACEs) than the population as a whole, according to a study conducted by the state's Office of Juvenile Justice and Delinquency Prevention and the University of Florida. The study (The Prevalence of Adverse Childhood Experiences (ACEs) in the Lives of Juvenile Offenders) surveyed 64,329 juvenile offenders, and only 2.8% reported no childhood adversity compared to 34% surveyed in the original CDC study. That means 97% of them had at least one ACE. Fifty percent of the offenders surveyed reported 4 or more ACEs putting them in the high risk category (this compared to just 13% in the original study). This data is incredibly significant because numerous studies link a high ACE score with chronic disease, mental illness, violence, being a victim of violence, and early death. “When you raise a child with violence, they have a tendency to become violent” (note: from Center for Child Counseling - ACES and Juvenile Justice Blog, November 2019). Fortunately, it is also true that when you raise a child with a supportive adult including a mentor, the child is better equipped to exemplify love and kindness which are critical elements of a trauma sensitive approach to build resiliency.

There is also further evidence that involvement in the juvenile justice system itself can have unintended harmful effects, such as increased likelihood of involvement in the penal system in adulthood.

Engaging in delinquent behavior, furthermore, whether brought to the attention of the juvenile justice system or not, appears to increase youth risk for negative outcomes (e.g., depression), thus potentially increasing the likelihood of continued or intensified conduct problems in a vicious cycle. Moreover, studies of mentoring programs show that mentoring relationships can reduce negative youth behaviors and prevent substance abuse (Jekielek, et. al., 2002; Dubois, 2002).

The Mentor Center Enhanced Mentoring Engagement Program's most important component that children need to grow into healthy adults with the presence of one person attached to them- a strong relationship with a nonparent adult. This program will focus on supporting youth directly involved with or at-risk of entering the juvenile justice and/or dependency system in low-income communities in priority geographic locations.

UW will assume overall responsibilities for oversight, monitoring, reporting, data accountability, etc. of the Agency Mentor Center Hubs. This may include, but is not limited to- desk audit, fiscal audit and annual on-site programmatic monitoring of the Agency Mentor Center Hubs and submits results/reports to County.

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

The program will follow the National Mentoring Partnership Elements of Effective Practice for mentoring model (<https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/>) and utilize the KIDCOPE Survey.

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

From a social justice perspective, there is the problematic reality that negative encounters with the justice system and/or dependency system are not equally distributed in the U.S. These inequities are evident in disproportionately high rates of incarceration for African Americans and those with the fewest resources, and can be traced at least in part to racial biases in enforcement and judicial processing that persist not only for adults, but also juveniles.

Across Palm Beach County, at least 200 youth directly involved with or at-risk of entering the juvenile justice and/or dependency system will be provided with supports to reduce recidivism, gain better access to community resources, further their education or career, and enhance social and emotional well-being.

There is no one specific resource for parents, guardians, and youth in the dependency and juvenile justice systems to access desired community supports and other relevant information. There needs to be a central resource to triage youth so they can navigate these systems easier and get back on the path to being constructive and productive members of society. United Way of Palm Beach County's Mentor Center will provide oversight, training, technical assistance and resources to youth directly or indirectly involved in the juvenile justice and dependency systems. We will expand capacity and willingness of more providers through Mentor Center Hubs within communities to serve this unique population and remove the stigma associated with them. Through our partnership with Mentor National (MENTOR), United Way will have access to the latest research and best practices for working with this population and the agencies, volunteers, and staff the youth and their families may encounter along the way within these respective systems.

**Services:**

The Mentor Center Hub's mentoring efforts must follow the National Mentoring Partnership Elements of Effective Practice for mentoring model (<https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/>) and utilize the KIDCOPE Survey in partnership with United Way of Palm Beach County. Evidence-based or promising practice programs and services in this category should address some or all of the strategies, methods and outcomes listed below:

- Hold bi-monthly training opportunities for this specific population;
- Train other youth service program providers on mentoring resources available to this specific population;
- Triage youth to an agency to access resources;
- Monitor Mentor Hub to ensure that they train mentors, provide internship opportunities to youth, connect youth with resources, host 12 mentor recruitment events to recruit 100 mentors, ensure youth maintain educational trajectory and provide effective coping mechanism to deal with stress.

**Outcomes:**

The following outcomes will be tracked:

- 144 of 180 (80%) Parents, guardians, and mentors increased their knowledge of the juvenile justice and/or dependency system.
- 64 of 80 (80%) Program staff working with youth increased their knowledge to improve the quality of programs and services provided.
- 150 of 200 (75%) Youth and families will be supported by completing the triage process including referred and directly connected to a contracted agency Mentor Center Hub for services.
- 3 of 3 (100%) Mentoring center hub will achieve at least 5 outcomes as stated in their logic model.

**Reports Submission:**

The UNITED WAY shall provide monthly, quarterly and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.

- Monthly Report format, Exhibit A, Form 1
- Quarterly Report format, Exhibit A, Form 2
- Logic Model, Exhibit A, Form 3
- Annual Report format, Exhibit A, Form 4

**Projected number of Clients Served:**

200 Youth unduplicated

180 Parents/Caregivers/Mentors unduplicated 80

Service Organizations staff

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

*The UNITED WAY will submit monthly reports by entering program specific data into the CBA Portal.*



**MONTHLY COMPLIANCE REPORT**  
**COMMUNITY BASED AGENCY CONTRACT**

**Contract Period: 10/5/2021 - 9/30/2022**

United Way of Palm Beach County, Inc.

**Month:** Choose an item.

Services	Current Status	Explanation
Hold bi-monthly training opportunities for this specific population	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Train other youth service program providers on mentoring resources available to this special population	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Triage youth to an agency to access resources	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Monitor Mentor Hub to ensure that they train mentors, provide internship opportunities to youth, connect youth with resources, host 12 mentor recruitment events to recruit 100 mentors, ensure youth maintain educational trajectory and provide effective coping mechanism to deal with stress.	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.

Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
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**Please list any program specific challenges your agency experienced during this reporting period:**

Click here to list any program specific challenges your agency experienced during this reporting period.

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

Click here to list any program specific accomplishments your agency experienced during this reporting period.

**Please report your outcomes achieved for this month.**

Target: 144 of 180 (80%) Parents, guardians, and mentors increased their knowledge of the juvenile justice and/or dependency system.

Actual for the month: \_\_\_ of \_\_\_ (\_\_\_%)

Total number served this month:

Target: 64 of 80 (80%) Program staff working with youth increased their knowledge to improve the quality of programs and services provided.

Actual for the month: \_\_\_ of \_\_\_ (\_\_\_%)

Total number served this month:

Target: 150 of 200 (75%) Youth and families will be supported by completing the triage process including referred and directly connected to a contracted agency Mentor Center Hub for services.

Actual for the month: \_\_\_ of \_\_\_ (\_\_\_%)

Total number served this month:

Target: 3 of 3 (100%) Mentoring center hub will achieve at least 5 outcomes as stated in their logic model.

Actual for the month: \_\_\_ of \_\_\_ (\_\_\_%)

Total number served this month:

**Unit Cost of Service Rate Definition**

**Hub Payments (South, Central, North)**

Reimbursement of Mentor Center Hub Payments made by United Way for providing a program that engages youth in new experiences through mentor matching. Enhance mentor-mentee relationships to increase number of youths who achieve success and avoid negative behaviors. Coordinate relationships with PBC School District and Department of Juvenile Justice. Provide educational opportunities for mentors to build skills to model to mentees including coping mechanisms, educational support and employability skills.

**Total Cost of Service \$333,000.00**

[Click here to report on number of units being claimed for this reporting period.](#)

**Unit Cost of Service Rate Definition**

**United Way Program Budget**

A unit of service is defined as one hour of United Way staff time in direct or indirect work coordination, administration and oversight of the Enhanced Mentoring Engagement program. \*

\*Unit cost was determined based on \$270,000 negotiated budget for United Way oversight and administration of the Enhanced Mentoring Engagement program, including 2 full-time positions (Delinquency/Dependence Program Manager & Mentor Training Coordinator, or other staff in their absence) and certain operating expense.

**Unit Cost of Service Rate is \$72.00**

**Total Cost of Service \$288,000.00**

[Click here to report on number of units being claimed for this reporting period.](#)

**Report approved and submitted by:** *Click or tap here to enter text.*

**Title of signatory:** *Click or tap here to enter text.*

**EXHIBIT A, FORM 2**  
**Quarterly Reports Format**

*The UNITED WAY will submit quarterly reports by entering program specific data into the CBA Portal.*





### CBA Quarterly Outcomes Report

Outcome	Validator	Projected %	Actual Outcome %	Projected # to be Served	Actual # Served	Projected # to Attain Outcome	For GCS Review	Comments
Mentors are successfully matched with youth.	Mentor/Mentee Matching Log	80%	101%	100	156	80	Y	
Mentors complete training and provide effective interactions, and address trauma.	Attendance logs and training records for mentors	90%	76%	100		90	N	
Youth achieve and/or maintain academic achievements.	Student progress and report cards	85%	75%	100		95	Y	

**EXHIBIT A, FORM 3**

**Logic Model**

United Way of Palm Beach County, Inc.

LOGIC MODEL

Family

Agency

Community

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<i>Instruction:</i> Need/ Problem/ Situation	<i>Instruction:</i> What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe & # of Units	<i>Instruction:</i> Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions	<i>Instruction:</i> Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ by # Served)	<i>Instruction:</i> Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)	<i>Instruction:</i> Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports	<i>Instruction:</i> Collection Procedure & Personnel Responsible	<i>Instruction:</i> Time & Frequency of Evaluation/Outcome Measurement
Parents, staff and mentors need more training on this specific population because their needs are different	Hold bi-monthly training opportunities for this specific population	Parents, guardians, and mentors and program staff increased their knowledge of the juvenile justice and/or dependency system	144 of 180 (80%) Parents, guardians, and mentors increased their knowledge of the juvenile justice and/or dependency system.		Training Database	Pre and Post Survey; Program Manager	Quarterly
Other providers are not aware of resources available to youth in the juvenile justice and dependency systems	Train other youth service program providers on mentoring resources available to this special population	Frontline professionals working with youth increased their knowledge to improve the quality of programs and services provided	64 of 80 (80%) Program staff working with youth increased their knowledge to improve the quality of programs and services provided.		Training Database	Pre and Post Survey; Program Manager	Quarterly
Youth and families need assistance in accessing appropriate services	Triage youth to an agency to access resources	Youth and families will be supported by completing the triage process including referred and directly connected to a contracted agency hub for services	150 of 200 (75%) Youth and families will be supported by completing the triage process including referred and directly connected to a contracted agency Mentor Center Hub for services.		Referral Tracking System	Referral Form; Program Manager	Quarterly
Youth need opportunity to connect with positive role model, address stressors and overcome barrier to education and employment	Monitor Mentor Hub to ensure that they train mentors, provide internship opportunities to youth, connect youth with resources, host 12 mentor recruitment events to recruit 100 mentors, ensure youth maintain educational trajectory and provide effective coping mechanism to deal with stress	Mentoring Center Hub will work with youth to become or remain crime free; link youth to resources to earn work experience; reconnect with school; improve coping skills and provide mentor matches	3 of 3 (100%) Mentoring center hub will achieve at least 5 outcomes as stated in their logic model.		Referral Tracking System, Monitoring tool, Reports	UW monitoring	Monthly/Quarterly/Annually
<b>Mission Statement</b>		To ensure that everyone in Palm Beach County has access to the basics: a quality education, a place to live, financial stability, good medical care, and enough to eat.					

**EXHIBIT A, FORM 4**

**Annual Report Format**

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



**ANNUAL REPORT  
COMMUNITY BASED AGENCY CONTRACT**

**Contract Period: 10/5/2021 - 11/30/2022**

**Executive Summary**

**Agency Name:** United Way of Palm Beach County, Inc.

**Program Name:** United Way- Enhanced Mentoring Engagement

**Reporting Period:** 10/05/2021 -9/30/2022

**Prepared By:** *Click here to enter name and contact information of the person preparing this report.*

**Methods:** *Click here to enter a short statement of the evaluation methodology.*

**Outcomes:** *Click here to enter a short statement about the program's outcomes.*

**Conclusion:** *Click here to enter a short statement that indicates if the program achieved its stated outcomes.*

**Recommendations:** *Click here to enter a short statement that include recommendations to address challenges and improve this program.*

**Report approved and submitted by:** *Click or tap here to enter text.*

**Title of signatory:** *Click or tap here to enter text.*

**Date:** *Click or tap here to enter 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:

- Hold bi-monthly training opportunities for this specific population;
- Train other youth service program providers on mentoring resources available to this specific population;
- Triage youth to an agency to access resources;
- Monitor Mentor Hub to ensure that they train mentors, provide internship opportunities to youth, connect youth with resources, host 12 mentor recruitment events to recruit 100 mentors, ensure youth maintain educational trajectory and provide effective coping mechanism to deal with stress.

### 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.*

Gender	(#)	(%)
Female		
Male		
FTM		
MTF		
Other		
Unknown		
Age	(#)	(%)
0-4		

5-10		
11-13		
14-18		
19-22		
>22		
Unknown		
<b>Race</b>	<b>(#)</b>	<b>(%)</b>
Asian/Pacific Islander		
Black or African American		
Hispanic or Latino/a		
Native American or American Indian		
White		
Other		
Unknown		
<b>Family Type</b>	<b>(#)</b>	<b>(%)</b>
Two Parent Household		
Single Parent Female Head of Household		
Single Parent Male Head of Household		
Grandparents		
Other		
Unknown		
<b>Household Income</b>	<b>(#)</b>	<b>(%)</b>
\$0.00		
<\$19,999		
\$20-29,999		
\$30-39,999		
\$40-49,999		
\$50-59,999		
>\$60,000		
Unknown		

**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: 144 of 180 (80%) Parents, guardians, and mentors increased their knowledge of the juvenile justice and/or dependency system.

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

Target: 64 of 80 (80%) Program staff working with youth increased their knowledge to improve the quality of programs and services provided.

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

Target: 150 of 200 (75%) Youth and families will be supported by completing the triage process including referred and directly connected to a contracted agency Mentor Center Hub for services.

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

Target: 3 of 3 (100%) Mentoring center hub will achieve at least 5 outcomes as stated in their logic model

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

#### **Charts:**

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

*[Click here to enter text, charts, or graphs.](#)*

#### **Conclusions:**

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

*[Click here to enter text.](#)*



**EXHIBIT B**  
**SCHEDULE OF PAYMENTS – COUNTY to UNITED WAY**

In accordance with **Article 3 – Invoicing and Payments**, the COUNTY shall pay to the UNITED WAY for oversight and administration of the Enhanced Mentoring Engagement program, in accordance with the following payment schedule:

AGENCY NAME	United Way			
Service Name and Definition	Deliverable(s) / Invoice Dates			Total Cost
<b>Hub Payments (South, Central, North)</b> Reimbursement of Mentor Center Hub Payments made by United Way for providing a program that engages youth in new experiences through mentor matching. Enhance mentor-mentee relationships to increase number of youths who achieve success and avoid negative behaviors. Coordinate relationships with PBC School District and Department of Juvenile Justice. Provide educational opportunities for mentors to build skills to model to mentees including coping mechanisms, educational support and employability skills.	•An original cover memo and invoice on the UNITED WAY letterhead signed by the Authorized United Way Representative, or Designee. •Copy of Invoice and Proof of Payment •Due by the 15 <sup>th</sup> of each month following the month of service.	Fiscal Year 2022 12/1/2021 through 9/30/22		Up to \$333,000
		Fiscal Year 2023 10/1/2022 through 9/30/23		Up to \$400,000
		Fiscal Year 2024 10/1/2023 through 9/30/24		Up to \$400,000
Service Name and Definition	Deliverable(s)/ Invoice Dates	Units	Unit Cost*	Total Cost
<b>United Way Program Budget</b> A unit of service is defined as one hour of United Way staff time in direct or indirect work coordination, administration and oversight of the Enhanced Mentoring Engagement program.*  *Unit cost was determined based on \$270,000 negotiated budget for United Way oversight and administration of the Enhanced Mentoring Engagement program, including 2 full-time positions (Delinquency/Dependence Program Manager & Mentor Training Coordinator, or other staff in their absence) and certain operating expense.	•An original cover memo and invoice on the UNITED WAY'S letterhead (signed by the Authorized United Way Representative, or Designee, including statement as to all units claimed were 100% allocated to the Scope of Work). •Proof of Payroll Expense (examples include copies of paystubs, automated payroll reports) •Timesheet (examples include time attendance records, activity log) •Due by the 15 <sup>th</sup> of each month following the months of service.	4,000 hours	Fiscal Year 2022 \$72.00	\$288,000
		4,000 Hours	Fiscal Year 2023 \$67.50	\$270,000
		4,000 hours	Fiscal Year 2024 \$67.50	\$270,000
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>				<b>\$1,961,000</b>

For FY22, the sum of all payments to the UNITED WAY shall not exceed \$621,000, of which the CSC shall reimburse the COUNTY for 55.2% of payments made to the UNITED WAY. The COUNTY'S net expense shall not exceed \$278,208 and the CSC'S total expense shall not exceed \$342,792.

For FY23 and FY24, the sum of all payments to the UNITED WAY shall not exceed \$670,000 annually, of which the CSC shall reimburse the COUNTY for 55.2% of payments made to the UNITED WAY. Annually, the COUNTY'S net expense shall not exceed \$300,000 and the CSC'S total expense shall not exceed \$370,000.

**EXHIBIT C****SCHEDULE OF PAYMENTS – CSC to COUNTY**

In accordance with **Article 3 – Invoicing and Payments**, the CSC shall reimburse the COUNTY for 55.2% of the COUNTY'S expense under the terms of this Contract, as follows:

AGENCY NAME	CSC		
Service Name and Definition	Deliverable(s) / Invoice Dates	% Reimbursement Rate – CSC to County	Total Cost
<b>Payments to County</b> The CSC shall reimburse the COUNTY 55.2% of this Contract expense, in an amount not-to-exceed \$370,000, annually.	<ul style="list-style-type: none"> <li>•An original cover memo and invoice on the COUNTY's letterhead signed by the Authorized CSC Representative, or Designee</li> <li>•Copy of the UNITED WAY'S Invoice to County</li> <li>•Due within 15 days of receipt by the COUNTY from the UNITED WAY</li> </ul>	55.2%	Fiscal Year 2022 – up to \$342,792  Fiscal Year 2023 – up to \$370,000  Fiscal Year 2024 – up to \$370,000

For FY22, the sum of all payments to the UNITED WAY shall not exceed \$621,000, of which the CSC shall reimburse the COUNTY for 55.2% of payments made to the United Way. The COUNTY'S net expense shall not exceed \$278,208 and the CSC'S total expense shall not exceed \$342,792.

For FY23 and FY24, the sum of all payments to the UNITED WAY shall not exceed \$670,000 annually, of which the CSC shall reimburse the COUNTY for 55.2% of payments made to the UNITED WAY. Annually, the COUNTY'S net expense shall not exceed \$300,000 and the CSC'S total expense shall not exceed \$370,000.

2022- 0003


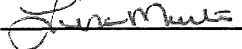
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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/2021	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	374,816	374,816	0	278,208	96,608	0	96,608
0001-154-2066-8201 Contributions-Non-Govts Agnces	0	0	278,208	0	278,208	0	278,208
<b>TOTALS</b>			278,208	278,208			

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

Signatures & Dates  
  
 9/16/21

**BY BOARD OF COUNTY COMMISSIONERS**  
**AT MEETING OF 10/05/2021**  
Deputy Clerk to the  
Board of County Commissioners

2022- 0002


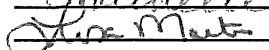
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

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BGEX 150 09082100000000001818

BUDGET AMENDMENT  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/2021	REMAINING BALANCE
<u>REVENUE</u>							
0001-154-2066-6943 Reimbursed Expense - Other	0	0	342,792	0	342,792		
Total Receipts and Balances	1,679,889,687	1,679,889,687	342,792	0	1,680,232,479		
<u>EXPENDITURES</u>							
0001-154-2066-8201 Contributions-Non-Govts Agnces	0	0	342,792	0	342,792	0	342,792
Total Appropriations & Expenditures	1,679,889,687	1,679,889,687	342,792	0	1,680,232,479		

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

Signatures & Dates  
  
 9/24/21

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 10/05/2021  
Deputy Clerk to the  
Board of County Commissioners