PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Agenda Item #: 5E-

AGENDA ITEM SUMMARY

Meeting Date:	January 24, 2023	[] []	Consent Workshop	[X] []	Regular Public Hearing
Department:	County Administration				
Submitted By:	County Administration				
Submitted For:	Office of Community Rev	italization	(OCR)		
		========		=====	
	I. EXE	CUTIVE B	RIEF		

Motion and Title: Staff recommends motion to:

- A) approve a Contract with Spirit of Giving Network, Inc. in an amount not-to-exceed \$115,000 for professional services to assist with planning, purchase of school supplies and other items for the implementation of the 2023 Back to School PBC! event (Event) for the period beginning January 25, 2023 through September 30, 2023:
- B) authorize advance payments to Spirit of Giving Network, Inc. of up to \$57,500 towards the purchase of school supplies and other items; and
- C) approve a Budget transfer of \$20,000 within the OCR Special Projects and Initiatives Fund to fund other costs associated with the event.

Summary: This contract provides a not-to-exceed amount of \$115,000 to Spirit of Giving Network, Inc. (Agency) to assist in the implementation of the Event. The Event provides backpacks, school supplies, food, a health fair and access to community resources for Palm Beach County students in need from Pre-K through 12th grade from low or no income families enrolled in the public or charter school system. The Event has been tentatively scheduled for Saturday, July 22, 2023, prior to the start of the 2023/2024 school year. In accordance with the contract, up to \$57,500 of the \$115,000 from the County may be provided as an advance payment to the Agency to use as upfront capital toward the purchase of the school supplies and other items required for the event. The requested Budget transfer of \$20,000 is needed to cover increased costs associated with the use of the convention center, the main and largest event site, pay for the provision of food to participating students and volunteers, and purchase other items needed for the implementation of the event at all sites. Countywide (RS)

Background and Policy Issues: The Event is an annual initiative planned, funded and implemented by the Office of Community Revitalization (OCR) in partnership with County departments, the Agency, the Children Services Council of Palm Beach County, and a collaboration of several community based organizations and volunteers. Through the collaborative partnership, the Event has grown from serving approximately 3,000 students to a coordinated program, serving an average of 10,000 students every year. The Event will be held at different sites, including: Village Academy in South County; the Convention Center in Central County; the Edna Runner Tutorial Center in North County, and the Palm Beach State College - Belle Glade Campus. In addition to the backpacks and school supplies, and depending on the location and resource availability, participating students may also receive haircuts, school uniforms, sneakers, socks, blood tests, biometric health screenings, vision screening, hearing tests and other health-related services to ensure they are ready for the first day of school. In addition, the Event provides families with exposure to other community resources to help them on their road to self-sufficiency and improve their children's success in school.

In order to participate in the Event, students must be referred by one of the agencies of the collaborative, be registered prior to May 26, 2023, and be given a personal invitation to the Event. Participating referral agencies, municipalities, and community groups and/or organizations are required to sign an Agreement with the Agency and pay a nominal fee in the amount of \$7.50 for every student referred who resides outside of the program's eligible areas, as well as contribute in-kind services towards the Event implementation. The requested \$20,000 is needed to provide onsite food for participating students at the Convention Center site, pay for required additional traffic and security personnel, labor and other charges pursuant to contractual requirements at this location, and pay for food for volunteers and other items needed for all sites. Funding is available in the OCR Special Projects and Initiatives Fund. (Continued on Page 3)

Attachments:

- 1. Contract 2
- **Budget Transfer**
- 3 2022 Back to School PBC! Close Out Report

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Recommended by:	(Heriston X ate	12/21/2022	
	/ Department Director	Date	
Approved By:	Pau	1/9/23	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$135,000				
External Revenues					
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	\$135,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is this ite	em includ	led in the	e curre	nt bud	lget?	Yes			No	_X
Does th	is item ir	clude th	e use	of fed	eral fund	ds? Yes		_	No	_ <u>x</u>
Budget	Accoun	t Exp No	o.:							
Fund	1401	Dept	610	Unit	X164	Object	3401	\$	8,000	

Fund						Object		
Fund	1401	Dept	610	Unit	X164	Object	4801	\$ 12,000

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

The fiscal impact associated with this item shall be funded by existing funds in the OCR Special Projects and Initiative fund in FY2023. The current budget is \$161,000 but the OCR is experiencing increased costs requiring a budget transfer of \$20,000 which includes: \$8,000 to cover the estimated cost for the Convention Center and \$12,000 is to cover the estimated costs to purchase food for participating students and volunteers, and other related expenses associated with the implementation of the event.

Ira a C. Departmental Fiscal Review: (

III. REVIEW COMMENTS

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

12 22 22 HEDER 423 MG 12/22 OFMB JA

Contract Dev. and Control FMA 1/4/23

В. Legal Sufficiency:

Assistant County Attorney

C. **Other Department Review:**

Department Director

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

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Background and Justification: Continued from Page 1

The Contract and Scope of Work define the roles and responsibilities of the Agency, the County, and the OCR. The Agency will be responsible for providing professional services for the Event. Key responsibilities include, but are not limited to: providing general support to the OCR in the overall planning and implementation of the Event, receiving and administering contributions for the Event, and purchasing as well as arranging the delivery of all school supplies, and other items or services required.

The OCR is responsible for the overall planning and implementation of the Event, coordinating the student registration process, preparing invitations, securing distribution sites, overseeing the logistics, recruiting volunteers, and securing both community resources and other items or services that may be needed.

The total cost of the Event exceeds the \$135,000 allocated by the County and the remaining funds will be contributed from several other entities. The estimated total cost of the event in 2022 was \$318,367.82. The BCC allocated \$115,000 through the contract with the Agency and \$35,000 for the hosting and maintenance of the registration portal as well as the purchase of other items and services required for the event's implementation. The remaining \$168,367.82 came from a number of entities through direct funding and/or in-kind services. The largest sponsors included the Agency, the Children's Services Council of Palm Beach County, the Vinny Cuomo Foundation, and the Youth Services Department. The PBSO, the OCR, and other County Departments also contributed to the event for all sites, and different entities contributed to the event at the Palm Beach State College in Belle Glade.

CONTRACT FOR PROFESSIONAL SERVICES RELATED TO BACK TO SCHOOL PBC!

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

WITNESSETH:

WHEREAS, the Office of Community Revitalization (OCR) implements the annual Back to School PBC! Event, hereinafter referred to as the "Event," which serves annually approximately 10,000 students of low or no income families at 4 locations throughout Palm Beach County; and

WHEREAS, the OCR partners every year with the Spirit of Giving Network, Inc. (SOGN) and the Event's collaborative comprised of County agencies and over 80 nonprofit agencies in the implementation of this event scheduled for July 22, 2023, to provide backpacks, school supplies, books, socks, hygiene kits, a health fair, food, games, entertainment, and a myriad of resources; and

WHEREAS, the partnership aims to reach low or no income families from throughout the community who are in need of school supplies and resources for their children, welcoming youth from Kindergarten to 12th grade to have a day of fun and education, and empower them to begin the school year with confidence; and

WHEREAS, SOGN is a collaborative, nonprofit organization with a focus on children and families in Palm Beach County; and

WHEREAS, OCR's partnership with SOGN has been successful in the planning and implementation of the Event, and has brought new sponsors, additional funding and resources to the Event, an increase in the number of students served, and over 600 volunteers; and

WHEREAS, the implementation of the Back to School PBC! Event serves a public purpose because it helps achieve Palm Beach County's vision to bring communities together through advocacy of important educational and life issues and impacts education through collaborative efforts contributing to a brighter future for our youth in an effort to build tomorrow's leaders; and

WHEREAS, the parties desire to enter into this Contract and partner once again to implement the Back to School PBC! Event in 2023.

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

ARTICLE 1 – RECITALS INCORPORATED

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

ARTICLE 2 – SERVICES

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

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

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

ARTICLE 3 – SCHEDULE

The AGENCY shall commence services on January 25, 2023, and complete all services by September 30, 2023.

ARTICLE 4 – PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000). The AGENCY may request up to FIFTY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$57,500) as an advance payment to purchase school supplies and other items required for the Event's implementation. The AGENCY shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 20th. Any amounts not requested by September 20th shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the AGENCY will clearly state "<u>final invoice</u>" 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.

E. 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 <u>https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</u>. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY is registered in VSS.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the AGENCY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The AGENCY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - TERMINATION

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

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

ARTICLE 7 - PERSONNEL

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

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

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

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

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

ARTICLE 8 - AVAILABILITY OF FUNDS

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 - INSURANCE

The AGENCY shall maintain at its sole expense, in 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.

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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.

- B. Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. 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.
- D. 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 t h a t includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
 - Certificates of Insurance: 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 Agreement, 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:

E.

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

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

F. 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.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770,

as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S

notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

If sent to the AGENCY, notices shall be addressed to: Ronald Nyhan, President Spirit of Giving Network, Inc. 261 NW 13th Street Boca Raton, FL 33432

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely

responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 2015.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 31 - PUBLIC RECORDS

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

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

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

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

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ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

- A. AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- B. AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.
- C. COUNTY shall terminate this CONTRACT if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

(Remainder of Page Intentionally Left Blank)

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

ATTEST: JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

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

By:

Ву: ____

Deputy Clerk

Gregg K. Weiss, Mayor

WITNESSES:

Sind

ture

Lindy Harvey

Witness Name (please print)

SPIRIT OF GIVING

(Spirit of Giving Network, Inc)

By: Ronald Nyban, President (printed name)

Ronald Nyhan, President (Signature)

APPROVED AS TO TERMS AND CONDITIONS

N By owy

Houston Tate, Director Office of Community Revitalization

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By_

County Attorney

EXHIBIT A

SCOPE OF WORK

Overview: Back to School PBC! (Back to School Event) is an annual event undertaken to provide school supplies, backpacks, a health fair and access to community resources to students in need from Kindergarten through 12th grade at different locations throughout Palm Beach County. The event has been tentatively scheduled for Saturday, July 22, 2023.

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

Upon arriving at the Back to School Event, each student select their own backpacks based on their school grade and enjoy healthy snacks and refreshments. Depending on resource availability at each location, the Back to School Event offers school uniforms, sneakers, socks, blood tests, biometric health screenings, vision screening, hearing testing, mammograms, and other health related resources. Students and families have access to more than 80 local resource agencies, which are on hand with information, and one-on-one help. There are also activities that promote awareness to health and fitness, craft stations for younger kids, bounce houses, music, clowns, a free meal for all who attend, and much more. Different foundations and organizations donate items to make this event even more joyous for students.

A planning committee, spearheaded by OCR staff, will be formed to oversee the planning and implementation of the event. Planning efforts for the 2023 event will start on January 25, 2023, and will continue to the day of the actual event.

In order to participate in the Back to School Event, students must: 1) reside in one of the 85 designated Countywide Community Revitalization Team (CCRT) communities or any mobile home park located in unincorporated Palm Beach County; and 2) be enrolled in Kindergarten to 12th grade in the Palm Beach County public school system or a charter school in Palm Beach County for the 2023/2024 school year. Palm Beach County students who are enrolled in the listed schools but who reside outside of the eligible CCRT communities or mobile home parks in unincorporated Palm Beach County can be referred to the Back to School Event by a referral agency that will pay the AGENCY \$7.50 per student referred. All students must be registered prior to May 26, 2023, and be given a personalized invitation to attend the Back to School Event. The collaborative includes the following agencies/organizations:

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

Services:

AGENCY will:

- a. Provide professional services for the Back to School Event. The AGENCY will be responsible for receiving and administering contributions for the event and overseeing as well as managing the procurement, purchase and delivery of all school supplies for the event. Consideration should be given to price, quality, availability, and delivery capacity of said supplies. The AGENCY will also be responsible providing general support to the COUNTY in the planning and implementation of the Back to School Event.
- b. Allocate a minimum of \$15,000 to supplement COUNTY's funding for the procurement of school supplies and/or pay for other items needed for the implementation of the Back to School Event as agreed with the COUNTY.
- c. Set aside \$5,000 worth of school supplies and coordinate with vendors and COUNTY for the delivery of said supplies to 1937 N Military Trail, Suite Q, West Palm Beach, FL 33417, by no later than the day prior to the actual Back to School Event.
- d. Seek volunteers, and coordinate the setup for the Back to School Event at the Village Academy site, as well as the implementation of the actual event and post event activities for that site.
- e. Continue to cover expenses associated with the implementation of the event at the Village Academy site and assist with securing items and resources that may be needed for the event at all locations, including the purchase of items other than school supplies which are not purchased by COUNTY.
- f. Provide COUNTY with copies of all Requests for Quotes or Bids when they are issued, and responses, as well as any documentation received from vendors.
- g. Provide for a Staff person to serve as the liaison with COUNTY to coordinate the planning and implementation of the Back to School Event, as well as serve as the point of contact and lead person for the procurement of school supplies, backpacks, and other items needed for the Back to School Event. This person, with the assistance of the COUNTY, will be responsible for communicating with vendor(s), submitting requests for quotes and final orders based on needs by site, reviewing and approving all quotes, coordinating delivery of supplies/items, making payments to vendor(s), handling returns, and performing other related functions as needed.
- h. Register, by May 26, 2023 all students referred for participation in the event.
- i. Cooperate with COUNTY in determining the maximum number of students that can be registered for participation at the event based on allocated funding, and thus ensure that the AGENCY and COUNTY has sufficient school supplies available to provide to all registered students.
- j. Accept student referrals for registration from organizations provided the organizations are approved by the AGENCY and COUNTY, that they sign an agreement with AGENCY, contribute funding to the overall event, and referred students are registered to participate by May 26, 2023.
- k. Share any resources that can be made available to all event sites.
- 1. Provide a final close out report no later than 60 days from this Contract's end date which includes: the number of students served at each site and the agencies and/or communities they represent; the final

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

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

COUNTY agrees:

- a) To lead the planning and implementation of the Back to School Event.
- b) To designate an OCR staff liaison to represent the COUNTY to coordinate with AGENCY staff for the planning and implementation of the Back to School Event.
- c) To designate an OCR point of contact to assist AGENCY with the procurement process. This person will be also responsible for identifying order needs by site, and delivery restrictions for each site.
- d) To coordinate the implementation of a user-friendly registration website to be used for registering students for participation in the Back to School Event.
- e) To provide AGENCY, by February 2, 2023 all the documentation needed to register students to participate in the Back to School Event. This will include a link to the registration website, instructions to register, and other pertinent information.
- f) That all agencies that desire to register under OCR and/or Palm Beach County must receive approval by the AGENCY and the COUNTY, and students must register no later than May 26, 2023, to participate in the Back to School Event.
- g) That students registered for participation must meet one of the following eligibility requirements: reside in one of the designated County Community Revitalization Team (CCRT) areas or in any mobile home park located in unincorporated Palm Beach County.
- h) To provide AGENCY, by May 26, 2023 a table containing registered students.
- i) To assist AGENCY in the preparation of an excel spreadsheet with a detailed list of school supplies and quantities needed for each site, so that AGENCY can submit a final order to vendor(s). Supplies shall be listed by type, grade, and gender.
- j) To seek volunteers and coordinate the setup for the Back to School Event, the actual event, and post Back to School Event activities for the Convention Center site.
- k) To assist the Palm Beach State College with the planning and implementation of the Back to School Event at the Belle Glade campus site.
- 1) To assist with the planning and implementation of the Back to School Event at remaining sites in both North and South County.

- m) To procure and work with an approved vendor to set up a portal for student check-in process at all sites and allow for follow-up report for all sites.
- n) To work with County Graphics to develop all graphics needed for the event for all locations and to create students' invitations.
- To work with Palm Beach County Sheriff's Office to assist with registration of students residing in mobile home parks within unincorporated Palm Beach County and to secure police coverage at all event locations.
- p) To mail out invitations to participating students in coordination with the AGENCY, no later than July 3, 2023.
- q) To secure resources for the Back to School Event at the Convention Center, Belle Glade campus and other sites, including, but not limited to: food and refreshments, health care services, hair stylists and barbers, entertainment (bounce houses, clowns, dancers, DJ's etc.), and other community resources or services.
- r) Share any resources that can be made available to the South County site.

AGENCY AND COUNTY AGREE:

- a. That participants who have been registered and have been given a personalized invitation will be the only students permitted into the Back to School Event unless approved by AGENCY and COUNTY prior to completion of the Back to School Event final register. Students not listed on the Back to School Event final register will not be permitted into the event, but may be given information regarding other available resources.
- b. That any organization or community groups that serve students from CCRT communities and mobile home parks located in unincorporated Palm Beach County can participate in the Back to School Event as an OCR and/or Palm Beach County Agency, if they have approval from the AGENCY and COUNTY before May 26, 2023. Referred students must reside in the above referenced CCRT communities and/or mobile home parks.
- c. To coordinate with each other on all media and news releases, preparation of Back to School Event logos, and other marketing materials.
- d. To market and publicize the event as Back to School PBC! and include AGENCY, COUNTY, Office of Community Revitalization (OCR), the Children Services Council (CSC), and the Palm Beach County Sheriff's Office (PBSO) names and logos on all websites, social media postings, mailings, print advertising, invitations, brochures, and other marketing materials.
- e. To recognize AGENCY, COUNTY, Office of Community Revitalization (OCR), the Children Services Council (CSC), and the Palm Beach County Sheriff's Office (PBSO) as a partner on the Back to School Event website, social media, media ads, and during any promotional programming.
- f. To provide each other with an opportunity to speak at pre and/or post-event press conferences.

Office of Community Revitalization "BACK TO SCHOOL PBC!"

RISK MANAGEMENT INSURANCE VERIFICATION FORM

Please review the information below and indicate if the services listed require General Liability insurance or any other type of insurance, and provide any additional comments as applicable.

AGENCY: Spirit of Giving Network, Inc.

DESCRIPTION OF SERVICES TO BE PROVIDED:

This item entails contracting with Spirit of Giving Network. Inc. (Agency) to assist in the implementation of the 2023 Back to School PBC! Event. The Event provides school supplies, backpacks, food and a health fair and access to community resources to Palm Beach County students in need from Kindergarten through 12th grade enrolled in the public or charter school system. The Event is an annual initiative planned, funded and implemented by the Office of Community Revitalization (OCR) in partnership with County departments, the Agency, the Children Services Council of Palm Beach County, and a collaboration of several community based organizations and volunteers. In accordance with the Contract, up to \$57,500 of the \$115,000 from the County may be provided in advance payments to the Agency to use as upfront capital toward the purchase of school supplies and other items required for the implementation of the Event.

County funds requested: \$115,000

APPROVAL STATUS:

Risk Management agree/dometers to waive the "insurance requirement" for Spirit of Giving Network, Inc.

INSURANCE NEEDED:	Yes 🛛	No 🗌		
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

23-0239

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ATTACHMENT #2

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

FUND 1401 OCR Special Projects

BGEX 610 12062200000000000462

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 12/02/22	REMAINING BALANCE
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EXPENDITURES								
610-6305-3401	Other Contractual Services	30,000	30,000	0	20,000	10,000	0	10,000
610-X164-3401	Contributions-Non-Govnt Agnces	19,000	19,000	8,000	0	27,000	0	27,000
610-X164-4801	Promotional Activities	19,000	19,000	12,000	0	31,000	0	31,000
Total Appropriation	s & Expenditures	1,654,735	1,752,735	20,000	20,000	1,752,735		
			Signatures &	2 Dates		By Boa	rd of County Comm	issioners
Office of Fin	ancial Management & Budget	100	-1	1		At Me	eeting of 01/10/2023	

Heheney 12/12/2022 At Meeting of 01/10/2023

Administration/Budget Department Approval

INITIATING DEPARTMENT/DIVISION

OFMB Department - Posted

Deputy Clerk to the Board of County Commissioners

Back to School PBC! Closeout Report



NOVEMBER 2, 2022

PROJECT CLOSEOUT REPORT

Purpose of Document

The purpose of this document is to provide a closeout report for the Agreement executed with the Board of County Commissioners on February 1, 2022. Pursuant to the agreement and amendment, this closeout report includes: 1) the number of students served at each site and the agencies and/or communities they represent; 2) the final list of participating agencies; 3) the total cost of the Back to School PBC! Event with the funding allocated by different agencies via donations, grants and/or in-kind contributions; and 4) the accounting for all funds expended as part of the executed agreements. This report serves as the official closure of Back to School PBC! and provides a permanent record for reference in the future.

Section 1 Overview of This Year's Event

The 2022 Back to School PBC! Event was a countywide event held at three 3 major sites (the Palm Beach County Convention Center, Village Academy, and the Palm Beach State College- Belle Glade Campus) and one (1) smaller remote site at the Edna W. Runner Tutorial Center.

During the annual event, which took place on Saturday, July 29th, students at each of the sites were provided with grade-appropriate school supplies and backpacks. In addition, the Event provided families with other community resources to help them on their road to self-sufficiency and improve their children's success in school. Depending on the location and resource availability, participating students also received free dental kits, soaps, socks, shoes, books, 3 day grab and go meals, haircuts, health screenings, Covid vaccines and testing, and other resources.

As it is customary, a planning committee, spearheaded by OCR staff, was formed to oversee the planning and implementation of the event. Backpacks were pre-packed and distributed to our students along with other items and services that were available at the different locations. We were able to distribute over 10,000 backpacks to the children in our community. This could not have been accomplished without the commitment from our collaborative partners and the 600+ volunteers who gave their hearts out to bring this event to fruition. Our gratitude is extended to all of them.

Back to School PBC! is planned, funded, and implemented by the Office of Community Revitalization (OCR) in partnership with the Spirit of Giving Network, OCR's major partner; the Children Services Council of Palm Beach County; the Palm Beach County Sheriff's Office; the Youth Services and Parks and Recreation Departments, and a collaboration of other County agencies, several community-based organizations, and volunteers. In order to participate in the event, students had to be referred by one of the agencies of the collaborative, be registered prior to May 15, 2022, and be given a personal invitation to the event. This year's registration continued to be done through a friendly portal application (Webauthor), accessible both online and on a smartphone in English, Spanish and Creole.

The Spirit of Giving Network (SOGN) has been part of the back to school collaborative, and has successfully planned and implemented its Back to School Bash at the south county site for many years. This year, in addition of coordinating the Village Academy site, SOGN executed again a contract with the Board of County Commissioners to provide professional services for the event, including but not limited to: providing general support to the OCR in its implementation; procuring, receiving and administering grants and other contributions for the event; overseeing the purchase and delivery of all backpacks and school supplies; and securing community resources primarily for the Village Academy site.

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Back to School PBC! Page 1 of 4 The OCR was still responsible for the overall planning and implementation of the event, coordinating the student registration process and preparing invitations, securing the remaining three (3) distribution sites, overseeing the logistics, recruiting volunteers, and securing community resources for the event for all locations.

Section 2 Students Registrations and Attendance

As indicated in the table below, a total of 10,147 students were registered to participate in, and were served by the Back to School PBC! event this year. Out of the total registered, 8,796 students where reported on the check-in system as participating in the event through direct attendance or agency pickups. The difference is the result of some issues encountered during the check-in process.

Site	<u>Total</u> <u>Served</u>
Edna W. Runner Tutorial Center	187
Palm Beach County Convention Center	5,156
Palm Beach County Convention Center Agency Pickup	141
Palm Beach State College	1427
Village Academy	2,148
Village Academy Agency Pickup	1,229
Total students registered countywide	10,147

In addition, 741 backpacks were distributed to agencies for distribution to students who were not registered in the event's registration portal as follows:

- Bowtie Kids 50
- CROS Ministries 50
- Arts Garage 45
- Digital Viibez 50
- EJS Project 53
- Oasis Project 25
- Community Greening 8
- Boca Helping Hands 45
- Second Start Initiative 65
- PBSO 100
- Delray PD 100
- In Jacobs Shoes 150

As it is customary, agencies participating in *Back To School PBC!* kept remaining prepacked backpacks for distribution to families who couldn't attend the event, and both the Office of Community Revitalization (OCR) and the Spirit of Giving Network (SOGN) staff coordinated agency pickups as well as reached out to non-attending families to ensure that all backpacks were distributed.

A table containing detailed information on students served and the agencies they represent is provided under *Exhibit A (2022 Back To School PBC! Students Registration and Attendance by Agency).*

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Section 3 Final List of Participating Agencies

Over 100 agencies participated in this year's Back to School PBC! event. Seventy-five of those agencies referred students to the event, and the rest of them participated in one way or another to provide resources to our students and families in need. Some of the key resources provided included, but were not limited to, the following:

- Adult and kids' dental kits and individual toothbrushes donated by Liberty Dental Services.
- Soaps donated by the Palm Beach County Youth Services Department.
- Books donated by the Children Services Council of Palm Beach County.
- Students meals donated by FLIPANY;
- Rice and sugar donated by Florida Crystals;
- Volunteer and vendors lunches donated by the Palm Beach Kennel Club, the Palm Beach State College-Belle Glade, and Jeff Koons;
- Shoes donated by In Jacob's Shoes; and
- Socks donated by Bombas.

In addition, other County departments and outside agencies assisted with the provision of items needed for the event at the different locations, such as: safety vests, port-a-potties, hand washing station, stanchions, easels, garbage and recycling dumpsters, etc.

Please refer to Exhibit B (2022 Back To School PBC! List of Participating Agencies) for a complete list of agencies that participated in this year's event.

Section 4 Back to School PBC! Budget

The estimated total cost of Back to School PBC! this year was \$318,367.82. The budget does include the partial time allocation of one full time position at the Spirit of Giving Network for the administration of the contract and event planning/implementation. However, the overall budget does not include the many hours contributed by the OCR Director; the OCR Principal Planner and one Senior Planner, who coordinated the overall event; or the remaining three (3) OCR staff before, during, and after the event. The budget does not include the many hours donated by other county employees, members of the Back to School PBC! Collaborative, community representatives, or the 600+ volunteers who made this event possible either. In addition, the Budget does not include contributions made by the Palm Beach County Parks and Recreation Department for all events, or those made by different entities for the implementation of the event at the Palm Beach State College in Belle Glade.

Please refer to *Exhibit C (2022 Back to School PBC! Budget)* provides a summary of the costs associated with the implementation of this year's event. The difference between revenues/contributions and expenses reflected in the budget worksheet is due to in-kind donations and services.

Section 5 Accounting of Funds Pursuant to the Executed Agreement

The Board of County Commissioners allocated a total of \$115,000 for the purchase of school supplies and other items needed for the event. The total cost of the supplies was (\$163,199.34). The remaining funds came from Spirit of Giving Network (\$23,199.34); and the Children Services Council of Palm Beach County (\$25,000).

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Back to School PBC! Page 3 of 4 All invoices from Kids First were provided by the Spirit of Giving Network to the Office of Community Revitalization via e-mail communication along with the proof of payment on August 29, 2022. The invoices show the school supplies and backpacks purchased, their unit and total costs, and information about where all items were delivered.

- A total of 625 prepacked backpacks remaining from the Palm Beach Convention Center were brought to the CubeSmart storage facility located at 5058 Forest Hill Blvd., in West Palm Beach. These backpacks were already distributed to registered students who couldn't attend. Distribution was arranged through agency pickups and direct delivery to parents.
- All the remaining backpacks at the Village Academy, Palm Beach State College, and Edna W. Runner Tutorial Center sites were distributed after the event to students who did not attend. Some of them were directly distributed to students, and some were provided to agencies for further distribution to their referred students.
- All prepacked backpacks set aside for PBSO were distributed to PBSO Community Policing sites for distribution to students residing in CCRT neighborhoods.

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EXHIBIT A 2022 BACK TO SCHOOL PBC! STUDENTS REGISTRATION AND ATTENDANCE BY AGENCY Overall Summary

Site	Total Registered	Total Attended	X. Attended	Registered		CCRT % Registered		Registered from MHP		MHP % Registered	MHP %
Edna W. Runner Tutorial Center	187	150	80.21%	12	12	6.42%	100.00%	0	0	0.00%	-
Palm Beach County Convention Center	5015	3552	70.83%	2814	1874	56.11%	66,60%	722	517	14.40%	71.61%
Palm Beach County Convention Center Agency Pickup	141	141	100.00%	7	7	4.95%	100.00%	0	0	0.00%	-
Palm Beach State College	1427	472	33.08%	49	24	3.43%	48.98%	28	21	1.96%	75.00%
Village Academy	2148	903	42.04%	199	103	9.26%	51.76%	255	144	11.87%	56.47%
Village Academy Agency Pickup	1229	1229	100.00%	22	22	1.79%	100.00%	2	2	· 0.16%	100.00%
Total students registered countywide	10147	6447	63.54%	3103	2042	30.58%	65.81%	1007	684	9.92%	67.92%

Additional Students Served

Agency	Students served
Bowtie Kids	50
CROS Ministries	50
Arts Garage	45
Digital Viibez	50
EJS Project	53
Oasis Project	25
Community Greening	8
Boca Helping Hands	45
Second Start Initiative	65
PBSO	100
Deiray PD	100
In Jacobs Shoes	150
Total additional students served	741

<u>Break down by site</u> Edna W. Runner Tutorial Center

A	Total	Total	*	Registered	Attended	CCRT %	CCRT %	Registered	Attended	MHP %	MHP %
Agency	Registered	Attended	Attended	from CCRT	from CCRT	Registered	Attended	from MHP	from MHP	Registered	Attended
Edna W. Runner Tutorial Center	110	73	66,36%	1	1	0.91%	100.0005	0	0	0.00%	-
El Sol	77	77	100.00%	11	11	14.29%	100.00%	0	0	0.00%	-
Total students registered for the site	187	150	80,21%	12	12	6.42%	100.0005	0	D	0.00%	-

Agency	<u>Total</u> . <u>Registered</u>	And the second s	<u>X</u> Attended	Registered from CCRT	Attended from CCRT	CCRT % Registered	CCRT %		Attended from MHP	MHP % Registered	MHP %
211	143	105	73.43%	38	23	26.57%	60.53%	15	11	10.49%	73.33%
American Association of Caregiving Youth	233	153	65.67%	54	28	23,18%	51.85%	22	20	9.44%	90,91%
Big Brothers Big Sisters of Palm Beach and Martin Countie	45	29	64.44%	3	3	6.67%	100.00%	D	0	0,00%	-
Boca Raton Housing Authority	7	4	57.14%	0	0	0.00%	-	0	0	0.00%	-
Boys & Girls Clubs of Palm Beach County - Boca Raton	3	0	0.00%	0 .	0	0.00%	-	0	0	0.00%	-
Boys & Girls Clubs of Palm Beach County - Delray Beach	3	0	0.00%	2	0	66.67%	0.00%	0	0	0.00%	-
Boys Town	81	81	100.00%	14	14	17.28%	100.00%	0	0	0,00%	-
BRIDGES at Boynton Beach	3	3	100.0005	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at Highland	88	88	100.0006	5	5	5.68%	100.00%	0	0	0.00%	-
BRIDGES at Lake Park	30	30	100.00%	4	4	13.33%	100.005	0	0	0.00%	-
BRIDGES at Lake Worth	62	52	100.0006	9	9	14.52%	100.00%	0	0	0.00%	-
BRIDGES at Lake Worth West	122	122	100.000	66	66	54.10%	100.00%	20	20	16.39%	100.000
BRIDGES at Riviera Beach	129	129	100.000	3	3	2.33%	100.00%	0	0	0.00%	-
BRIDGES at West Palm Beach	84	84	100.005	5	5	5.95%	100.005	0	0	0.00%	-
Center for Family Services	5	1	20.00%	3	1	60.00%	33.33%	0	0	0.00%	-
ChildNet	15	8	53.33%	4	4	26.67%	100.00%	0	0	D.00%	-
Community Partners of South Florida	5	1	20.00%	2	1	40.00%	50.00%	0	0	0.00%	-
Connections Education Center	54	7	12.95%	14	2	25.93%	14.29%	2	1	3.70%	50.00%
Families First	176	175	99.43%	39	39	22.16%	100.0005	17	17	9.66%	100.000
Farm Worker Council	2	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
Florence Fuller Child Development Centers - East Campus	18	12	66.67%	9	3	50.00%	33.33%	0	0	D.00%	-
Florence Fuller Child Development Centers - West Campu	1	0	0.00%	0	0	0.00%	-	0	0	0.00%	
Friends of Foster Children	182	75	41.21%	10	4	5.49%	40.00%	0	0	0.00%	-
Guatemalan-Maya Center	152	95	62.50%	25	12	16.45%	48.00%	8	7	5.26%	87.50%
Legal Ald Society of Palm Beach County	88	88	100.00%	17	17	19.32%	100.00%	7	7	7.95%	100.000
Lutheran Services Florida (LSF)	86	43	50.00%	22	10	25.58%	45.45%	5	4	5.81%	80,00%
Nat King Cole Generation Hope	3	1	33,33%	1	0	33.33%	0.00%	0	0	0.00%	-
DCR - No Address Verification	23	11	47.83%	0	0	0.00%	-	0	0	0.00%	-
Palm Beach County Medical Society Services	11	6.	54.55%	2	2	18.18%	100.001	0	0	0.00%	-
Palm Beach County PAL, Inc.	24	23	95.83%	19	19	79.17%	100.0006	0	0	0.00%	-
Palm Beach County Sheriff's Office Community Policing	304	206	67.76%	203	131	66.78%	64.53%	111	82	36.51%	73.87%
Palm Beach County: Office of Community Revitalization	668	528	79.04%	484	364	72.45%	75.21%	81	50	12.13%	61.73%
Palm Beach County: Youth Services	13	7	53.85%	1	0	7.69%	0.00%	0	0	0.00%	-
Redlands Christian Migrant Association (RCMA)	1	1	-100.00%	0	0	0.00%	-	1	1	-100.00%	100.000
Roots and Wings - Freedom Shores	6	2	33.33%	1	0	15.67%	0.00%	1	0	16.67%	0.00%
Roots and Wings - Orchard View	3	0	0.00%	3	0	100.000	0.00%	0	0	0.00%	-
Roots and Wings - Plumosa	9	5	55.56%	0	0	0.00%	-	0	0	0.00%	-
Roots and Wings - SD Spady	19	12	63.16%	3	3	15.79%	100.00%	0	0	0.00%	-
Take Stock in Children Palm Beach	42	19	45.24%	17	- 9	40.48%	52.94%	1	0	2.38%	D.00%
alented Teen Club	42	20	43.24%	5	1	11.90%	20.00%	2	0	4.76%	0.00%
The School District of Palm Beach County	2028	1314	64.79%	1727	1092	85.16%	63.23%	429	297	21.15%	69.23%
Jnited Way of Palm Beach County	2028	2	100.00%	0	0	0.00%	05.25%	425	0	0.00%	-
fotal students registered for the site	5015	3552	70.83%	2814	1874	56.11%	66.60%	722	517	14.40%	71.61%

Break down by site Palm Beach County Convention Center Agency Pickup

Arency	Total	Total Attended		Registered		CCRT %		Registered from MHP		MHP % Registered	MHP %
Adopt A Family of the Palm Beaches	141	141	100.00%	7	7		100.00%	0	0	0.00%	-
Total students registered for the site	141	141	100.00%	7	7	4.96%	100.00%	0	0	0,00%	-

Break down by site Palm Beach State College

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Agency	Total Registered	<u>Total</u> Attended	<u>X</u> Attended	Registered from CCRT	Attended from CCRT	CCRT %	CCRT%		Attended from MHP	MHP %	MHP % Attended
211	14	8	57.14%	0	0	0,00%	-	D	0	0.00%	-
American Association of Caregiving Youth	23	12	52.17%	0	D	0.00%	-	0	0	0.00%	-
Belle Glade Housing Authority	378	179	47.35%	D	D	0.00%	-	0	0	0.00%	-
Boys Town	23	0	0.00%	3	D	13.04%	0.00%	0	0	0.00%	-
BRIDGES at Belle Glade	102	79	77.45%	3	3	2.94%	100.00%	З	1	2.94%	33.33%
BRIDGES at Boynton Beach	3	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
Familles First	29	12	41.38%	1	0	3.45%	0.00%	0	0	0.00%	-
Farm Worker Council	55	34	51.82%	0	0	0.00%	-	0	0 .	0.00%	-
Florida Crystals	337	17	5.04%	0	0	0.00%	-	0	0	0.00%	-
Florida Rural Legal Services	52	10	19.23%	D	0	0.00%	-	0	0	0.00%	-
Friends of Foster Children	11	5	45.45%	0	0	0.00%	-	1	0	9.09%	0.00%
Kathryn E. Cunningham/Canal Point Elementary School	251	33	13.15%	18	3	7.17%	16.67%	0	0	0,00%	-
Legal Aid Soclety of Palm Beach County	16	7	43.75%	0	0	0.00%	-	0	0	0.00%	-
Literacy Coalition	7	5	85.71%	0	0	0.00%	-	0	0	0.00%	-
Lutheran Services Florida (LSF)	41	17	41.45%	0	0	0.00%	-	0	0	0.00%	-
Palm.Beach County: Office of Community Revitalization	9	8	88.89%	3	2	33.33%	66.67%	6	6	66.67%	109.00%
Palm Beach County: Youth Services	2	2	100.0016	0	0	0.00%	-	0	0	0.00%	-
Redlands Christian Migrant Association (RCMA)	15	7	46.67%	0	D	0.00%	-	0	0	0.00%	-
Take Stock in Children Palm Beach	23	9	39.13%	0	0	0.00%	-	٥	0	0.00%	-
The School District of Palm Beach County	36	27	75.00%	21	16	58.33%	76.19%	18	14	50.00%	77.78%
Total students registered for the site	1427	472	33.08%	49 '	24	3.43%	48.98%	28	21	1.96%	75.00%

Break down by site Village Academy

Agency	Total Registered	Total Attended	<u>X</u> Attended	Registered from CCRT	Attended from CCRT	CCRT % Registered	CCRT %	Registered from MHP	Attended from MHP	MHP X Registered	MHP X
211	29	17	58.62%	0	0	0.00%	-	3	3	10.34%	100.000
Achievement Centers for Children & Families	135	75	55.56%	0	0	0.00%	-	2	0	1.48%	0.00%
American Association of Caregiving Youth	91	48	52,75%	7	2	7.69%	28.57%	2	2	2.20%	100.00
Big Brothers Big Sisters of Palm Beach and Martin Countie		11	47.83%	. 0	0	0.00%	-	1	0	4.35%	0.00%
Boca Raton Housing Authority	8	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
Boys & Girls Clubs of Palm Beach County - Boca Raton	115	20	17.39%	0	0	0.00%	-	0	0	0.00%	-
Boys & Girls Clubs of Palm Beach County - Delray Beach	83	26	31.33%	0	0	0.00%	-	0	0	0.00%	-
Boys Town	15	4	26.67%	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at Boynton Beach	3	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at Highland	15	10	55.57%	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at Lake Worth	7	5	71.43%	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at Lake Worth West	1.	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
BRIDGES at West Palm Beach	3	3	100.000	0	0	0.00%		0	0	0.00%	-
ChildNet	2	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
CityHouse	5	1	20.00%	0	0	0.00%	-	0	D	0.00%	-
Community Partners of South Florida	3	0	0.00%	0	0	0.00%	-	0	0	0.00%	-
Connections Education Center	3	0	0.00%	0	0	0.00%		0	0	0.00%	-
Daughter of Zion	110	0	0.00%	0	0	0.00%		D	0	0.00%	-
Deerfield Beach Family Empowerment	21	6	28.57%	0	0	0.00%	-	0	0	0.00%	-
Eda and Cliff Viner Community Scholars Foundation	12	7	58.33%	0	0	0.00%	-	0	0	0.00%	-
amilies First	10	3	30.00%	0	0	0.00%	-	2	0	20.00%	0.00%
Florence Fuller Child Development Centers – East Campus		72	78.26%	0	0	0.00%		0	0	0.00%	
Forence Fuller Child Development Centers - West Campus		6	31.58%	0	0	0.00%	-	0	0	0.00%	-
Friends of Foster Children	20	14	70.00%	0	0	0.00%		0	0	0.00%	
Suatemalan-Maya Center	20	2	100.00%	0	0	0.00%	-	0	0	0.00%	
Habitat for Humanity	12	9	75.00%	1	1	8.33%	100.00%	0	0	0.00%	-
HomeSafe	12	10	62.50%	0	0	0.00%	100.00%	0	0	0.00%	
egal Aid Society of Palm Beach County	25	16	64.00%	0	0	0.00%	-	0	D	0.00%	
iteracy Coalition	,2	2	100.00%	0	0	0.00%		0	0	0.00%	-
Iteracy Coalition of PBC - Village Readers	51	33	64.71%	4	3	7.84%	75.00%	2	1	3.92%	50.009
utheran Services Florida (LSF)	89	41		and the second se		6.74%	The second se	1	0	1.12%	0.00%
			45.07%	6	5		83.33%				50.009
Milagro STARS Program	36	20	55.56%	0	0	0.00%	45.45%	2	1	5.56% 2.78%	0.00%
Vat King Cole Generation Hope DCR - No Address Verification			44.44%								
	3	0	0.00%	0	0	0.00%	-	0	0	0.00%	79.319
Palm Beach County Sheriff's Office Community Policing	32	26	81.25%	9	7	28.13%	77.78%	29	23	90.63%	
alm Beach County: Office of Community Revitalization	40	25	62.50%	18	10	45.00%	55.56%	37	22	92.50%	59.46%
alm Beach County: Youth Services	6	2	33.33%	0	0	0.00%	-	0	D	0.00%	-
Paul's Place After School	40	24	60.00%	0	0	0.00%	-	0	0	0.00%	-
ledlands Christian Migrant Association (RCMA)	7	5	71.43%	0	0	0.00%	-	0	0	0.00%	-
Roots and Wings - Coral Sunset	71	29	40.85%	31	16	43.66%	51.61%	25	13	35.21%	52.009
Roots and Wings - Freedom Shores	10	1	10.00%	0	0	0.00%	-	4	0	40.00%	0.00%
loots and Wings - Orchard View	26	9	34.62%	2	2	7.69%	100.00%	0	0	0.00%	-
loots and Wings – Pine Grove	25	10	40.00%	0	0	0.00%	-	0	0	0.00%	-
loots and Wings - Plumosa	74	32	43.24%	2	2	2.70%	100.00%	2	1	2,70%	50,009
loots and Wings - SD Spady	63	27	42.86%	0	0	0.00%	-	0	0	0.00%	-
uth & Norman Rales Jewish Family Services	67	23	34.33%	1	1	1.49%	100.00%	2	2	2.99%	100.00
ake Stock in Children Palm Beach	14	11	78.57%	0	0	0.00%	-	3	3	21.43%	100.00
alented Teen Club	5	4	80.00%	0	0	0.00%	-	0	0	0.00%	-
he School District of Palm Beach County	184	95	51,63%	95	48	51.63%	50.53%	133	73	72.28%	54.897
Inited Way of Palm Beach County	7	2	28.57%	0	0	0.00%	-	D	0	0.00%	-
Academy	308	• 69	22,40%	12	1	3.90%	8.33%	2	0	0.65%	0.00%
otal students registered for the site	2148	903	42.04%	199	103	9.26%	51.76%	255	144	11.87%	56.479

Break down by site Village Academy Agency Pickup

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Agency	- <u>Total</u> Registered	Total Attended	Attended	Registered				Registered from MHP			MHP %
Best Foot Forward	71	71	100.005	0	0	0.00%	-	0	0	0.00%	-
Caridad Center	200	200	100.005	0	0	0.00%	-	0	0	0.00%	-
Families First of Palm Beach County	110	110	plon see	22	22	20.00%	100.00%	2	2	1.82%	100.00%
George Snow Scholarship Fund	119	119	100.005	0	0	0.00%	-	0	0	0.00%	-
Living Waters Church	19	19	100.005	D	0	0.00%	-	0	0	0.00%	-
Palm Beach School For Autism	375	375	100.00%	0	0	0,00%	-	0	0	0.00%	-
Seagull Services	33	33	100.005	0	0	0.00%	-	D	D	0.00%	-
SOS Children's Villages Florida - Next STEPS	25	25	100.000	0	0	0.00%	-	0	0	0.00%	-
Speak Up For Kids	177	177	100.00%	D	0	0.00%	-	0	0	0.00%	-
The Giving Tree of Temple 8eth El	100	100	100.000	0	0	0.00%	-	0	0	0.00%	-
Total students registered for the site	1229	1229	100.0005	22	22	1.79%	100.00%	2	2	0.16%	100.00%

EXHIBIT B

2022 BACK TO SCHOOL PBC! LIST OF PARTICIPATING AGENCIES

IN PARTNERSHIP WITH



REL







PALM BEACH KENNEL CLUB MORE WAYS TO WIN | MORE WINNERS | MORE FUN

SPIRIT . GIVING





211 Achievement Centers for Children and Families Foundation Adopt A Family of the Palm Beaches, Inc. American Association of Caregiving Youth Belle Glade Housing Authority **Best Foot Forward Foundation** Big Brothers Big Sisters of Palm Beach and Martin Counties Boca Raton Housing Authority Bombas Boys and Girls Club of Palm Beach County Boys Town South Florida Bridges at Belle Glade Bridges at Boynton Beach Bridges at Highland Bridges at Lake Park Bridges at Lake Worth Bridges at Lake Worth West Bridges at Northwood Bridges at Pahokee Bridges at Riviera Beach Bridges at West Palm Beach **Caridad** Center **Center for Family Services** ChildNet **Cityhouse Delray Beach** Community Partners of South Florida **Connections Education Center** Deerfield Beach Family Empowerment Inc. Eda & Cliff Viner Community Scholars Foundation Edna W. Runner Tutorial Center El Sol Neighborhood Resource Center **Everglades Preparatory Academy**

Families First of Palm Beach County Farm Worker Council Florence Fuller Child Development Centers Florida Crystals Florida Rural Legal Services, Inc. Friends of Foster Children of Palm Beach County, Inc. Daughter of Zion SDA Church George Snow Scholarship Fund **Glades Academy** Guatemalan-Maya Center Habitat for Humanity Health Care District of Palm Beach County HomeSafe In Jacobs Shoes Jason Taylor Foundation Kathryn E. Cunningham/Canal Point Elementary School Legal Aid Society Liberty Dental Services Literacy Coalition of PBC Living Waters Church Lutheran Services Florida (LSF) Milagro Center Nat King Cole Generation Hope, Inc. Palm Beach County Medical Society Services Palm Beach County PAL, Inc. Palm Beach County Office of Community Revitalization Palm Beach County Parks and Recreation Department Palm Beach County Sheriff's Office Community Policing Palm Beach County Youth Services Department Palm Beach School for Autism Paul's Place Afterschool Redlands Christian Migrant Association (RCMA) **Roots and Wings** Ruth and Norman Rales Jewish Family Services Seagull Services SOS Children's Villages Florida Speak Up for Kids Palm Beach County Take Stock In Children Palm Beach Talented Teen Club The ARC of Palm Beach County The Giving Tree The School District of Palm Beach County United Way of Palm Beach County Village Academy

	EXHIBIT C- 2022 BACK TO SCHOOL PBC! BUDGET	1	
	litem Description	-	Totals
	Staff/Admin Costs	\$	14,000.0
	Backpacks and School Supplies	\$	163,199.3
	Bar Soap	\$	4,981.5
	Deodorant	\$	2,000.0
	Socks	\$	5,000.0
	Shoes	\$	36,000.0
	Graphics, Printing & Postage	\$	440.0
	Boca Raton Printing for Village academy	\$	328.0
	Message Board	\$	184.0
	Website Hosting	\$	4,999.0
	Alchemer (SurveyGizmo)	\$	1,052.1
	PBSO Security	\$	16,375.0
	Village Academy Lease	\$	1,701.9
E	Palm Beach County Convention Center Lease, security, fork lift rental, insurance, trash	\$	15,542.0
х	Storage Lease Fees	\$	7,063.0
Р	Moving Service by College Hunks Hauling Junk	\$	253.0
E	T-Shirt Printing (OCR)	\$	4,246.2
N	Volunteer Food - Village Academy		1,186.3
S	Water and gatorade	\$	1,186.3
E	Sam's Snacks and drinks (OCR)	\$	496.9
5	DJ/MCClown and Face Painter Services		the second s
	Photographer - vollage academy	\$	1,950.0
	Photographer Palm Beach State College	\$	200.0
	Video Production - FAU	\$	675.0
	Vehicle rentals - Village Academy	\$	2,466.0
	Vehicle rentals from fleet	\$	252.1
	Dumpsters	\$	and the second sec
	Food for FAU (Chick fil A, Trader Joes, anoother broken egg)- inkind	\$	540.0
	Kidsafe Books	\$	950.0
	Children Services Council Books	\$	2,000.0
	Dental kits and Toothbrushes	\$	22,320.0
	Name tags and color dots (OCR)	\$	7,270.0
		\$	84.9 318,367.8
			310,347.0
	liem Description	+	Totals
	Direct Partner Contributions	\$	221,551.5
	Partners Contributions through Grants/Foundations/Fundraisers	\$	51,500.0
contributions	In Kind Donations	15	88,415.0
		5	361,466.5
	(*	14	
	Partners Contributions	T	Totals
	Office of Community Revitalization	\$	115,000.0
County	Youth Services Department	\$	4,981.5
county	Palm Beach County Graphics	\$	25,070.0
alm Beach C	County Contribution	\$	145,051.5
	ces Council of Palm Beach County	\$	25,000.0
Splrit of	Bathchelor Foundation	\$	10,000.0
Glving	Boca West Children Foundation	\$	15,000.0
Network	City Of Boca Raton	\$	4,000.0
through	Rotary Club	\$	1,500.0
Grants & Foundations	Vinny Cuomo Foundation	\$	21,000.0
	Network, Inc.	\$	51,500.0
		\$	221,551.5
Man		1	
	In Kind Contributions		Totals
and for Villa	ge academy (Chick fil A,, Trader Joes, Publix another broken egg)	\$	950.0
Jou tor vinici		\$	5,000.0
omba	e Products)	\$	8,000.0
omba		\$	7,270.0
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omba iIV-T. (Hygiend berty Dental	ces Council Books and bags	\$	22,320.0
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omba IV-T. (Hygiend berty Dental hildren Servid Jacob's Sho	ces Council Books and bags nes henif's Office	\$	26,000.0

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