

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 2/7/2023, 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, hereinafter referred to as CSC, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and the McArthur's Own, Inc., a for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the FACILITATOR, whose Federal I.D. is 88-0859534. The COUNTY, CSC and the FACILITATOR are collectively referred to as "the Parties".

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

ARTICLE 1 - SERVICES

The FACILITATOR'S responsibility under this Contract is to provide professional/facilitation services in the area of youth master planning, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liason during the performance of this Contract shall be Tammy K. Fields, Director (telephone no. 561-242-5701).

The CSC'S representative/liason during the performance of this Contract shall be Lisa Williams, Chief Executive Officer (telephone no. 561-374-7623).

The FACILITATOR'S representative/liason during the performance of this Contract shall be Jeanette A. Gordon, President (telephone no. 561-723-0652).

ARTICLE 2 - SCHEDULE

The FACILITATOR shall commence services on January 21, 2023, and complete all services by December 31, 2023.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibits A and B**.

ARTICLE 3 - PAYMENTS TO THE FACILITATOR

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses (specified in paragraph C below) shall not exceed a total Contract amount of THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000) which shall be paid by the COUNTY. The COUNTY and the CSC have agreed to equally share the cost of the FACILITATOR'S services. Of the total Contract amount, the CSC has agreed to provide \$17,000 to the COUNTY as reimbursement toward the \$35,000 contract amount the COUNTY pays to the FACILITATOR. The parties acknowledge that the CSC previously paid \$1,000 to the FACILITATOR for the December 13, 2022 Task Force meeting. The FACILITATOR shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The FACILITATOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** 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 FACILITATOR 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. Within 15 days of receipt of the FACILITATOR'S complete invoice by the COUNTY, the COUNTY shall pay the first \$1,000 in accordance with **Exhibit B** to the FACILITATOR. Thereafter, the COUNTY shall invoice the CSC for half (50%) of the amounts billed by the FACILITATOR and paid by the COUNTY, consistent with the attached **Exhibit B**. The CSC will pay the COUNTY within 45 days of receipt of invoice from the COUNTY. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed One Thousand Three Hundred Dollars (\$1,300), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the FACILITATOR will clearly state "final invoice" on the FACILITATOR'S final/last billing to the COUNTY. This shall constitute the FACILITATOR'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 FACILITATOR.
- E. In order to do business with Palm Beach County, the FACILITATOR 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 FACILITATOR intends to use sub-consultants, the FACILITATOR must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the FACILITATOR and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the FACILITATOR 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 FACILITATOR'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 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by any Party upon sixty (60) days' prior written notice to the other Parties in the event of substantial failure by a party to perform in accordance with the terms of this Contract through no fault of the other Parties. It may also be terminated, in whole or in part, by the Parties, with cause, upon five (5) business days' written notice to the other Parties or without cause upon ten (10) business days' written notice to the Parties. Unless the FACILITATOR is in breach of this Contract, the FACILITATOR shall be paid for services rendered to the COUNTY'S and the CSC's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the FACILITATOR 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. The COUNTY will provide copies of the same to the CSC, upon request.
- D. Submit an invoice to the COUNTY for final payment within thirty (30) days of the termination date. Following final payment to the FACILITATOR, 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 or CEO for the CSC, to re-negotiate with the FACILITATOR in order to provide for continuity of service. If the FACILITATOR elects not to continue the service, the FACILITATOR will comply with sections A through D above.

ARTICLE 6 - PERSONNEL

The FACILITATOR 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 hereinunder shall be performed by the FACILITATOR 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 FACILITATOR'S key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY'S and the CSC'S representative and written approval must be granted by the COUNTY'S and the CSC'S representative before said change or substitution can become effective.

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY and the CSC are exempt from payment of Florida State Sales and Use Taxes. The COUNTY and the CSC will sign an exemption certificate submitted by the FACILITATOR. The FACILITATOR shall not 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 FACILITATOR authorized to use the COUNTY'S or the CSC'S Tax Exemption Number in securing such materials.

The FACILITATOR 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 8 - AVAILABILITY OF FUNDS

The CSC acknowledges that 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 COUNTY acknowledges that the CSC'S funding for fiscal year 23-24 is contingent upon the CSC'S annual budget and TRIM approval process.

ARTICLE 9 - INSURANCE

The FACILITATOR 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 FACILITATOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FACILITATOR under the Contract. The FACILITATOR agrees to notify the COUNTY and the CSC 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: The FACILITATOR 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.

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" and "the Children's Services Council of Palm Beach County" as an Additional Insureds. A copy of the endorsement shall be provided to the COUNTY and/or the CSC upon request.

- B. Workers' Compensation Insurance & Employer's Liability: The FACILITATOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Waiver of Subrogation: Except where prohibited by law, the FACILITATOR 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 the FACILITATOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the FACILITATOR enter into such an agreement on a pre-loss basis.
- D. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by the COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the FACILITATOR shall deliver to the COUNTY and the CSC or the COUNTY'S or the CSC'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:
- Palm Beach County Board of County Commissioners
c/o Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415
- Children's Services Council of Palm Beach County
2300 High Ridge Road
Boynton Beach, FL 33426
- E. Right to Revise or Reject: 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.

ARTICLE 10 - INDEMNIFICATION

The FACILITATOR 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 FACILITATOR.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY, the CSC and the FACILITATOR 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 FACILITATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - 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 FACILITATOR.

ARTICLE 13 - CONFLICT OF INTEREST

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

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

ARTICLE 14 - EXCUSABLE DELAYS

The Parties 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 breaching Party 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. In the event the COUNTY or the CSC postpone or delay any event (i.e. community conversation, survey interview) needed to complete data collection, the FACILITATOR shall not be deemed in default for failure to complete by estimated date.

Upon the breaching Party's request, the non-breaching Parties shall consider the facts and extent of any failure to perform the work and, if the breaching Party'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 non-breaching Party's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

The FACILITATOR 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 FACILITATOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The FACILITATOR 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 and the CSC under this Contract. Copies of any such documents delivered the COUNTY shall be provided to the CSC.

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 FACILITATOR, the CSC and the COUNTY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S and the CSC'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 and the CSC'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. Copies of any such documents will be provided to the CSC upon request.

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 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The FACILITATOR 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 FACILITATOR'S sole direction, supervision, and control. The FACILITATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FACILITATOR'S relationship and the relationship of its employees to the COUNTY and to the CSC shall be that of an Independent Contractor and not as employees or agents of the COUNTY or the CSC.

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

ARTICLE 19 - ACCESS AND AUDITS

The FACILITATOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least six (6) years after completion or termination of this Contract. The COUNTY and the CSC 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 FACILITATOR'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 FACILITATOR, 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.

ARTICLE 20 – 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 FACILITATOR and the CSC 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.

As a condition of entering into this Contract, the FACILITATOR and the CSC 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 FACILITATOR and the CSC 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 FACILITATOR or the CSC retaliate against any person for reporting instances of such discrimination. The FACILITATOR and CSC 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 FACILITATOR and the CSC 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 FACILITATOR shall include this language in its subcontracts.

ARTICLE 21 - AUTHORITY TO PRACTICE

The FACILITATOR 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 22 - 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 23 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the FACILITATOR 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 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 24 - MODIFICATIONS OF WORK

The COUNTY and the CSC jointly reserve the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto, with a 15-day written notice to the other Parties. Upon receipt by the FACILITATOR of the COUNTY'S notification of a contemplated change, the FACILITATOR 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 FACILITATOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY and/or the CSC so instructs in writing, the FACILITATOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S and 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 FACILITATOR shall not commence work on any such change until such written amendment is signed by the FACILITATOR and approved and executed on behalf of the CSC and the COUNTY..

ARTICLE 25 - 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: 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 CSC, notices shall be addressed to:

Children's Services Council of Palm Beach County
Attn: Lisa Williams, Chief Executive Officer
2300 High Ridge Road
Boynton Beach, FL 33426

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

McArthur's Own, Inc.
Attn: Jeanette A. Gordon
8620 Uranus Terrace
West Palm Beach, FL 33403

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY, the CSC and the FACILITATOR 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 24 - Modifications of Work.

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The FACILITATOR, FACILITATOR'S employees, subcontractors of FACILITATOR and employees of subcontractors shall comply with Palm Beach County Code, Sections 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 FACILITATOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the FACILITATOR 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 above referenced Resolutions, as amended. The COUNTY staff representing the COUNTY department will contact the FACILITATOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The FACILITATOR 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 FACILITATOR or its subcontractor(s) terminates an employee who has been issued a badge, the FACILITATOR must notify the COUNTY within two (2) hours. At the time of termination, the FACILITATOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the FACILITATOR if the FACILITATOR: 1) does not comply with the requirements of County Code Sections 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated the FACILITATOR 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 28 - REGULATIONS; LICENSING REQUIREMENTS

The FACILITATOR 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 FACILITATOR 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 29 - SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the FACILITATOR 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if the FACILITATOR 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 section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance thereof, the FACILITATOR 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 section 215.473, Florida Statutes 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 FACILITATOR, 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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the FACILITATOR: (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 FACILITATOR shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The FACILITATOR 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 FACILITATOR 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 FACILITATOR does not transfer the records to the public agency.
- D. Upon completion of this Contract the FACILITATOR shall transfer, at no cost to the COUNTY, all public records in possession of the FACILITATOR 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 FACILITATOR transfers all public records to the COUNTY upon completion of this Contract, the FACILITATOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FACILITATOR keeps and maintains public records upon completion of this Contract, the FACILITATOR shall meet all applicable requirements for retaining public records. All records stored electronically by the FACILITATOR 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. The COUNTY will provide copies of any public records transferred to the COUNTY upon the request of the CSC.

Failure of the FACILITATOR 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 FACILITATOR 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 FACILITATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS

DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 31 - 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 Parties may execute the Contract through electronic or manual means.

ARTICLE 32 - E-VERIFY – EMPLOYMENT ELIGIBILITY

The FACILITATOR 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the FACILITATOR’S subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

The COUNTY and/or the CSC shall terminate this Contract if it has a good faith belief that the FACILITATOR 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 FACILITATOR’S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the COUNTY and/or the CSC shall notify the FACILITATOR to terminate its contract with the subconsultant and the FACILITATOR shall immediately terminate its contract with the subconsultant. If the COUNTY terminates this Contract pursuant to the above, the FACILITATOR 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 FACILITATOR shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Purchasing Director, on behalf of 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 FACILITATOR has hereunto set its hand the day and year above written.

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY: MCARTHUR'S OWN, INC.

DocuSigned by:
Lisa Williams-Taylor, Ph.D.
Signature

DocuSigned by:
Jeanette A. Gordon
Signature

Lisa Williams-Taylor, Ph.D.
Typed Name

Jeanette A. Gordon
Typed Name

Chief Executive Officer
Title

President
Title

COUNTY:

PALM BEACH COUNTY, FLORIDA
FOR IT'S
BOARD OF COUNTY COMMISSIONERS

By: Melody Thelwell
Melody Thelwell, Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Anne Helfant
County Attorney

By: Tammy K. Fields
Youth Services Department

EXHIBIT A

SCOPE OF WORK

The Youth Master Plan for Palm Beach County (YMP) was published in November 2016. The plan provided a blueprint for setting priorities and taking action to improve the lives of children and youth in Palm Beach County. Many changes have occurred since 2016, including but not limited to, the COVID-19 pandemic which had significant impact on children. It is now time to update the plan and develop an implementation plan for the next 3-5 years.

Facilitation Tasks:

- Evaluation of previous Birth to 22 Youth Master Plan;
- Review discussion points obtained from the Birth to 22 Retreat held on December 13, 2022 and 2022 Task Force Meetings;
- Facilitation of aspects of Birth to 22 Task Force Meetings and development of agenda pertaining to new focus areas and strategies;
- Planning and facilitation of community conversations and development of agenda;
- Support providers directly engaged with Birth to 22 community to create individual and collective alignment with the Youth Master Plan 2.0 objectives and strategies.
- Thought partner in the development of a Youth Master Plan 2.0 implementation plan;
- Training of youth and facilitated Community Conversations with Youth Services Department (YSD) and CSC staff using past data collected and engaging with community on prioritizing, solution-finding, planning, etc.;
- Plan and facilitate Interviews/focus groups with community partners business, faith-based, etc.
- Youth Survey – Consultation with YSD and CSC staff, question development, review of findings;
- Synthesizing all data for plan;
- Draft the Youth Master Plan for Palm Beach County 2.0 (YMP 2.0), based upon results from the collaborative activities to determine priority areas moving forward. The YMP 2.0 will include documenting the process, synthesis of actions/priorities from data collected for 3-year plan to include milestones each year.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by the FACILITATOR as defined in **Exhibit A** consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY and the CSC of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Phase I – Task Force Meeting	Unit Cost	Total
<ul style="list-style-type: none"> • <u>Facilitation</u> – 3.5 hours • <u>Planning</u> – 3 hours 	\$1,000	\$1,000
Deliverables* : Sign-in sheets; meeting agenda; Mentimeter results		
Estimated Completion** : February 6, 2023		
Total Phase I:		\$1,000

Phase II – Data Collection	Unit Cost	Total
<ul style="list-style-type: none"> • Assist with training of youth and with facilitating Community conversations with YSD staff using past data collected and engaging with community on prioritizing, solution-finding, planning • <u>Facilitation</u> – 3 hours per meeting for up to 4 meetings; total 12 hours • <u>Planning</u> – 3 hours per meeting for up to 4 meetings; total 12 hours 	\$150/hour	\$3,600
<ul style="list-style-type: none"> • Interviews/Focus Groups with community partners business, faith-based • 20 hours 	\$150.00/hour	\$3,000
<ul style="list-style-type: none"> • Youth Survey – consultation with YSD staff, question development, review of findings • \$10 hours 	\$150.00/hour	\$1,500
<ul style="list-style-type: none"> • Synthesizing all data for Youth Master Plan • 40 hours 	\$150.00/hour	\$6,000
Deliverables* : Community Conversations agendas, sign-in sheets; Interview synopsis; Youth Survey; data report		
Estimated Completion** : October 1, 2023		
Total Phase II:		\$14,100

Phase III – Drafting Youth Master Plan	Unit Cost	Total
<ul style="list-style-type: none"> • Drafting of Youth Master Plan 2.0 – documenting our process, synthesis of actions/priorities from data collected for 3-year plan to include milestones each year • 120 hours 	\$150.00/hour	\$18,000
<ul style="list-style-type: none"> • Attendance at Steering Committee meetings (when needed) • Potential presentations to YSD and CSC Boards • 2 hours per meeting, up to 4 meeting 	\$75.00/hour	\$600
<ul style="list-style-type: none"> • Materials (out of pocket costs***) 		Up to \$1,300
Deliverables*: Draft report; PowerPoint presentations		
Estimated Completion**: December 31, 2023		

Total Phase III: \$19,900

Total Contract not-to-exceed amount: \$35,000

The sum of all payments to the FACILITATOR shall not exceed \$35,000, of which the CSC shall reimburse the COUNTY for \$17,000 of payments made to the FACILITATOR per Article II Section B above.. The COUNTY’S net expense shall not exceed \$18,000 and the CSC’S total expense shall not exceed \$17,000.

* "**Deliverables**" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

** "**Estimated Completion**" is the anticipated date of completion; however, claims will be based on quantities and unit cost within the contract year beginning January 21, 2023 through December 31, 2023.

*** In accordance with Article 3.C., all requests for payment of "**out-of-pocket**" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.