

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2023 [] Consent [X] Regular [] Workshop [] Public Hearing

Department: County Administration Submitted By: County Administration Submitted For: Office of Community Revitalization (OCR)

I. EXECUTIVE BRIEF

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 the planning of, and purchase of school supplies and other items needed for the 2024 Back to School PBC! event (Event) for the period beginning January 1, 2024 through September 30, 2024; and B) authorize advance payments to Spirit of Giving Network, Inc. of up to \$57,500 towards the purchase of school supplies and other items.

Summary: The proposed contract allocates a not-to-exceed amount of \$115,000 to Spirit of Giving Network, Inc. (the Agency) to facilitate the implementation of the Event, a program of profound significance. The Event's primary goal is to provide essential support to Palm Beach County students in need, spanning from Pre-K through 12th grade, who come from low or no-income families and are enrolled in the public or charter school system. The tentative scheduled date for the Event is Saturday, August 3, 2024, strategically timed before the commencement of the 2024/2025 school year. As per the contract terms, up to \$57,500 of the County's contribution may be advanced to the Agency to facilitate the procurement of school supplies and other necessary items for the Event. Countywide (RS)

Background and Justification: The Event is an annual initiative, jointly coordinated, financed, and executed by the Office of Community Revitalization (OCR), in collaboration with County departments, the Agency, the Children Services Council of Palm Beach County, and a coalition of dedicated community-based organizations and volunteers. This impactful initiative has evolved substantially over the years, consistently delivering vital assistance to a range from 8,000 to over 10,000 Palm Beach County students in need each year.

With multiple event locations 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, the Event transcends being a mere school supplies distribution program. It has evolved into a holistic support system, offering students services such as haircuts, school uniforms, sneakers, socks, blood tests, biometric health screenings, vision and hearing examinations, and more, depending on resource availability. These services ensure that students are not only equipped academically but also in optimum health as they embark on their educational journey. Moreover, the Event serves as a gateway to a wealth of community resources, empowering families towards self-sufficiency and enhancing the academic success of their children.

Participation in the Event is contingent upon students being referred by one of the collaborating agencies, completing pre-registration for the Event before May 10, 2024, and receiving a personal invitation to attend. Referring entities are required to formalize agreements with the Agency, provide a nominal fee of \$7.50 for students residing outside of the program's eligible areas, and contribute valuable in-kind services to support the execution of the Event. Funding for this transformative program is readily accessible within the OCR Special Projects and Initiatives Fund. (Continued on Page 3)

- Attachments: 1. Contract 2. 2023 Back to School PBC! Closeout Report

Recommended by: [Signature] 10/23/2023 Division Director Date Approved By: [Signature] 11/2/23 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$115,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$115,000				
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes X No X
 Is this item using Federal Funds? Yes _____ No X
 Is this item using State Funds? Yes _____ No X


Budget Account No:

Fund: 1401 Dept: 610 Unit: X164 Object: 8201

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

Fiscal impact is associated with item funded by existing funds in the OCR Special Project and Initiative fund in FY2024.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS:

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


OFMB GA 10/24/23
MP 10/24


Contract Dev. & Control
10/31/23
10/27/23

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review

Department Director

Background and Policy Issues: Continued from Page 1

The Contract and Scope of Work delineate the roles and responsibilities of the Agency, County, and OCR. The Agency is tasked with providing comprehensive event services, including general support in planning and execution, managing event contributions, and procuring and delivering necessary supplies and services.

Conversely, the OCR bears the responsibility for overall event planning and execution, encompassing student registration, invitation preparation, site coordination, logistics oversight, volunteer recruitment, and sourcing community resources and other essential items or services.

Last year's event incurred a total cost exceeding \$374,000, surpassing the County's allocation of \$161,000. Additional funding was secured from various sources, with major contributions from the Agency, the Children's Services Council of Palm Beach County, the Vinny Cuomo Foundation, and the Youth Services Department. The PBSO, OCR, and other County Departments also contributed to all event sites, with distinct entities contributing to the Palm Beach State College event 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 August 3, 2024, 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 2024.

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 November 30, 2023, and complete all services by September 30, 2024.

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. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

- 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 <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. 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 not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 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.

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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- E. 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:

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, 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 RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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: _____
Deputy Clerk

By: _____
Mayor

WITNESSES:

**SPIRIT OF GIVING
(Spirit of Giving Network, Inc)**

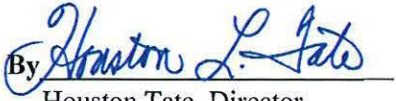
Lindy Harvey
Witness Signature

By: Ronald Nyhan, President (printed name)

Lindy Harvey
Witness Name (please print)

Ronald Nyhan
Ronald Nyhan, President (Signature)

**APPROVED AS TO TERMS
AND CONDITIONS**

By 

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, August 3, 2024.

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 2024 event will start on December 1, 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 2024/2025 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 1, 2024, 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 1, 2024.
- k. Share any resources that can be made available to all event sites.
- l. 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 Mognuillansky, 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 January 5, 2024 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 1, 2024, 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 1, 2024 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.
- l) 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.
- o) 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 5, 2024.
- 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 1, 2024. 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.

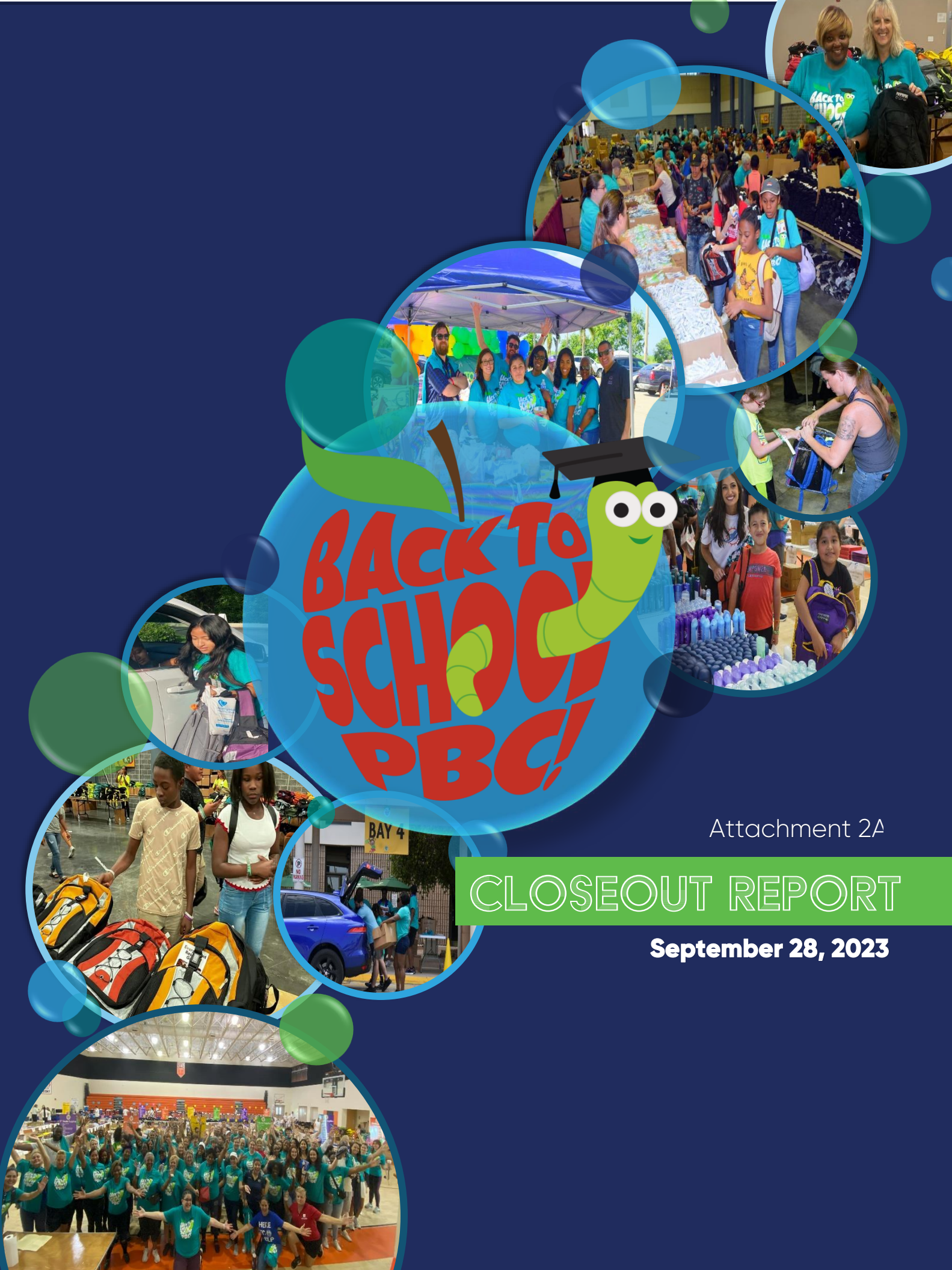


BACK TO SCHOOL PBC!

Attachment 2A

CLOSEOUT REPORT

September 28, 2023



PROJECT CLOSEOUT REPORT

Purpose of Document

This document serves as a comprehensive closeout report for the 2023 Back to School PBC! event and Agreement executed with the Board of County Commissioners on January 24, 2023. The report encompasses four main components: 1) student participation and the agencies and/or communities they represent; 2) the final list of participating agencies; 3) A breakdown of the total cost of the Back to School PBC! Event, including funding sources such as donations, grants, and in-kind contributions; and 4) an account of all funds expended in accordance with the executed agreement. This report marks the official conclusion of Back to School PBC! and establishes a lasting record for future reference.

Section 1: Overview of This Year's Event

The 2023 Back to School PBC! Event was a countywide initiative that unfolded at three major sites - the Palm Beach County Convention Center, Village Academy, and the Palm Beach State College-Belle Glade Campus, along with a smaller remote site at the Edna W. Runner Tutorial Center. This annual event, which took place on Saturday, July 22nd, was aimed to equip students with grade-appropriate school supplies, backpacks, and valuable community resources. These resources included dental kits, hygiene products, socks, shoes, haircuts, health screenings, vaccines, and more, tailored to each location's available resources.

To ensure the event's success, a dedicated planning committee, led by OCR staff, supervised its planning and implementation. Over 7,800 backpacks were distributed to children in the community, thanks to the unwavering commitment of collaborative partners and the tireless efforts of over 1,250 volunteers. 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; and major contributors, including the Palm Beach County Sheriff's Office, the Youth Services and Parks and Recreation Departments, and many other County agencies, community-based organizations, and volunteers. Students gained access to the event through agency referrals, registration by May 15, 2023, and personal invitations facilitated by a user-friendly portal application called Webauthor, available online and on smartphones in English, Spanish, and Creole.

The Spirit of Giving Network (SOGN), a long-standing partner, played a vital role by coordinating the Village Academy site and fulfilling the requirements of the executed contract with the Board of County Commissioners. This contract covered essential tasks such as general support for OCR's implementation, grants administration, procurement of backpacks and school supplies, and securing community resources primarily for the Village Academy site. OCR retained responsibility for overall event planning, implementation, and oversight; logistics; volunteer recruitment; and securing community resources for all event locations.

Section 2: Students Registrations and Attendance

In the 2023 event, a total of 11,926 students registered to participate, with over 8,000 students benefiting from Back to School PBC! either through direct participation at one of the event sites or through agency pickups. Discrepancies arose due to check-in issues.

Additionally, 200 backpacks were distributed to agencies to assist students not registered in the event's portal, with PBSO and Delray PD receiving 100 each, and 365 were given to the Palm Beach School for Autism. Agencies retained surplus prepacked backpacks for families unable to attend, with OCR and SOGN coordinating agency pickups and reaching out to non-attending families. Any remaining backpacks were earmarked for use

in the following year's event. Detailed student and agency information is available in *Exhibit A (2023 Back To School PBC! Students Registration and Attendance by Agency)*.

<u>Site</u>	<u>Total Registered</u>	<u>Total Served (Scanned or agency pickup)</u>
Edna W. Runner Tutorial Center	288	242
Palm Beach County Convention Center	6,356	3,858
Palm Beach County Convention Center Agency Pickup	141	141
Palm Beach State College	1,775	1,728
Village Academy	2,034	867
Village Academy Agency Pickup	1,191	1,191
Total students registered countywide	11,785	8,027

Section 3: Final List of Participating Agencies

Over 100 agencies actively participated in this year's Back to School PBC! event, with 72 of them referring students to the event and others contributing resources in various ways. Key resources included dental kits from United Way, body wash from the Palm Beach County Youth Services Department, rice and sugar from Florida Crystals, volunteer and vendor lunches from the Palm Beach Kennel Club and the Palm Beach State College-Belle Glade, shoes from In Jacob's Shoes, and socks from Bombas. County departments and external agencies also played vital roles in providing necessary event items such as safety vests, port-a-potties, stanchions, easels, and garbage and recycling dumpsters. For a complete list of participating agencies, please refer to *Exhibit B (2023 Back To School PBC! List of Participating Agencies)*.

Section 4: Back to School PBC! Budget

This year's estimated total cost for Back to School PBC! amounted to \$374,276.73. While the budget attempted to account for critical aspects, it faced inherent constraints. The budget does include the partial time allocation of one full-time position at the Spirit of Giving Network for contract administration and event planning/implementation. However, it does not account for the substantial contributions from OCR staff, which encompassed not only the OCR Director, OCR Principal Planner and one of the Senior Planners, who played pivotal roles in event coordination and execution, but also included invaluable support from the remaining four dedicated OCR team members.

These team members consisted of two other Senior Planners, OCR's Information Management Specialist, and OCR's Planning Technician. Together, this team played integral roles in the planning and implementation of the overall event.

Additionally, the budget did not encompass the extensive hours volunteered by county employees, the active involvement of the Back to School PBC! Collaborative, community representatives, or the remarkable dedication of over 1,250 volunteers who played pivotal roles in making the event possible and a success. Contributions from the Palm Beach County Parks and Recreation Department for all events, as well as contributions from various entities for the implementation of the event at the Palm Beach State College in Belle Glade, were also

regrettably not included in the budget. A summary of costs can be found in *Exhibit C (2023 Back to School PBC! Budget)*, with difference between revenues/contributions and expenses primarily attributed to in-kind donations and services.

In light of these budget constraints, it is imperative to acknowledge that OCR, in collaboration with the dedicated team at PZB Accounting, made diligent efforts to stretch every dollar to its fullest extent. However, challenges remain, particularly in addressing the cost of providing essential event sustenance, such as food. To navigate these challenges effectively, OCR staff recommends: exploring opportunities for vendor donations to cater to the food requirements of the event. Additionally, the pursuit of potential sponsorships is essential to bolster our financial capabilities in this regard. Furthermore, a focused effort should be directed towards collaborating with the Convention Center, the event largest venue, to explore avenues for cost reduction or the acquisition of sponsorships to cover event expenses more efficiently.

While we celebrate the success of Back to School PBC! and the incredible collaborative spirit that underpins it, we acknowledge the need for financial optimization to ensure the sustainability and growth of this vital community initiative.

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 event-related items. The total cost of these supplies amounted to \$195,436.40. The remaining funds were contributed by the Spirit of Giving Network (\$55,436.40) and the Children Services Council of Palm Beach County (\$25,000).

All invoices from Kids First were transmitted by the Spirit of Giving Network to the Office of Community Revitalization via email along with proof of payment on August 4th, 2023. These invoices meticulously detailed the school supplies and backpacks purchased, including unit and total costs, as well as provided information regarding the items' delivery. Additionally:

- A total of 2,871 prepacked backpacks remaining from the Palm Beach Convention Center were stored at the CubeSmart facility on Forest Hill Blvd. Some of these backpacks were distributed to registered students who could not attend, arranged through agency pickups and direct delivery to parents. Remaining backpacks were designated for future events.
- All remaining backpacks at the Village Academy, Palm Beach State College, and Edna W. Runner Tutorial Center sites were distributed to students who did not attend. Some were directly given to students, while others were provided to agencies for further distribution to their referred students.
- Prepacked backpacks set aside for PBSO were taken to PBSO Community Policing sites for distribution to students residing in CCRT neighborhoods.

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 2024 Back to School PBC! Event. The Event provides school supplies, backpacks, food boxes 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/do not agree* to waive the "insurance requirement" for Spirit of Giving Network, Inc.

INSURANCE NEEDED: YES No

COMMENTS: Insurance requirements have been met.

Elizabeth Plaska
SIGNATURE OF REVIEWER

Property Casualty & Claims Mgr
TITLE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

10/10/23
DATE



SPIRIT OF GIVING

Charity • Community • Collaboration

October 2, 2023

To Whom it May concern,

The Spirit of Giving is a nonprofit with a staff of less than 4 and therefore is not required to have coverage of workman's compensation insurance.

Sincerely,

Lindy Harvey
Executive Director
Spirit of Giving



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

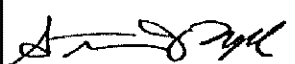
PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: Heather Davis PHONE (A/C, No, Ext): (786) 432-8506 FAX (A/C, No): (212) 948-5665 E-MAIL ADDRESS: Heather.Davis@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Spirit of Giving Network, Inc. 1515 N Federal Highway, Ste 106 Boca Raton, FL 33432-1951	INSURER A : Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B : United States Liability Insurance Co	NAIC # 25895
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 602741232 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2589273	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2589273	8/19/2023	8/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability D&O			PHPK2589273 NDO1580985D	8/19/2023 8/28/2023	8/19/2024 8/28/2024	Each Claim/Aggregate \$2M/\$2M Each Claim/Aggregate \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and agents (Certificate Holder) is included as additional insured for operations conducted by the name insured regarding the implementation of the 2024 Back to School PBC Event. Waiver of subrogation as respects General Liability in favor of Additional Insured when required by written contract. The insurance afforded herein is subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Office of Community Revitalization 2300 N Jog Rd. West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Palm Beach County Board of County Commissioners</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.