PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Ju	ly 8, 2025	[X] []	Consent Ordinance]]	Regular Public Hearing
Department: Submitted For:			Commission Commission			
	-========= Ι. Ελ	ECUTI	ve Brief	===	==	

Motion and Title: Staff recommends motion to receive and file: First Amendment to the Interlocal Agreement (Agreement) (R2024-0974) between Palm Beach County (County) and the Housing Partnership, Inc., dba Community Partners (Housing Partnership) to extend the term of the Agreement from May 15, 2025 to July 31, 2025 with no change to the total contract amount.

Summary: The First Amendment to the Agreement with the Housing Partnership extends the funding period to July 31, 2025 to allow for completion of all contracted deliverables. Since 2021, Housing Partnership has been providing consulting services to help the Criminal Justice Commission (CJC) better understand the needs and concerns of the residents of Palm Beach County as it relates to criminal justice through discussions with law enforcement, providing training for community members, and the development of an orientation product for CJC board members. The County Purchasing Department executed this Amendment pursuant to the Palm Beach County Purchasing Code and PPM CW-L-008. All delegated contracts, agreements, and grants must be submitted by the initiating department to the Board of County Commissioners (BCC) as a receive and file agenda item. Countywide (HH)

Background and Justification: The above-referenced Amendment is in support of the work under the John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge (SJC) project. Palm Beach County was one (1) of 20 agencies selected out of 191 applicants from across the country to participate in the SJC Project. Under this project, the County, through its CJC, has been awarded over \$2 million in grant funding to implement local strategies to safely reduce the jail population and racial and ethnic disparities (R2017-1709), and \$1.4 million in renewal funding to continue this work (R2022-0988). In March 2023, the CJC was selected to receive an additional \$875,000 to sustain its progress. In October 2024, the CJC was awarded \$234,000 to continue the SJC efforts (R2025-0099).

Attachment:

- 1) First Amendment to Contract for Consulting/Professional Services Housing Partnership, Inc., dba Community Partners
- 2) Agenda Item 3Q-1, August 20, 2024 R2024-0974

Recommended by:	Mudunul	Shett	5/21/2025
U	Department Director_	"	Date
Approved by:	TOPA ?	lun	6/22/25
	Assistant County Adm	ninistrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Personal Services					
Operating Costs					
Grants & Aids	-				
External Revenues			,		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*			L	
#ADDITIONAL FTE		<u></u>			
POSITIONS (CUMULATIVE)					
POSITIONS (CUMULATIVE)					

Is item included in Current Budget?	Yes <u>X</u>	No
Is this item using Federal Funds?	Yes	No <u>X</u>
Is this item using State Funds?	Yes	No <u>X</u>

Budget Account Exp No: Fund 1514 Dept. 762 Unit 7735 Obj. 3401 Prog. MFC3I/GY23 Rev No: Fund 1514 Dept. 762 Unit 7735 Rev. 6694

 B. Recommended Sources of Funds/Summary of Fiscal Impact: Fund: 1514 MacArthur Foundation's Safety and Justice Challenge \$875k
 Department: 762 – Criminal Justice Comm Grants
 Unit: 7735 – MacArthur Foundation \$875K FY23-24

*No additional fiscal impact, time extension only.

Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

OFMB MO 5/22

B. Legal Sufficiency

·27-T Assistant County

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Contract Dev. & Control ZM S

d by Marianela Diaz DC=pbcgov, OU= U=PSD, OU=Users, CN iaz, E=MDiaz@pbc.gov

ATTACHMENT 1

FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS FIRST AMENDMENT is dated the $\frac{12}{12}$ day of \underline{MAY} 2025, 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 Housing Partnership Inc., dba Community Partners of South Florida, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal ID is 59-2704597.

WITNESSETH

WHEREAS, on May 1, 2024, the COUNTY, through its Criminal Justice Commission (CJC), and CONSULTANT entered into an Agreement (R2024-0974) (the Agreement), with a term ending on May 15, 2025, for a total not to exceed amount of One Hundred Sixty-Five Thousand One Hundred Eighty-Eight Dollars (\$165,188.00); and

WHEREAS, the CONSULTANT'S responsibility under this Agreement is to provide professional/consultation services in the area of community engagement, capacity building, and sustainability, as more specifically set forth in the Scope of Work detailed in Exhibit A of the Agreement; and

WHEREAS, the COUNTY and the CONSULTANT desire to extend the term of the Agreement to July 31, 2025, and amend the Schedule of Payments and Deliverables Schedule.

NOW THEREFORE, the above-named parties hereby mutually agree to amend the Agreement as follows:

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

 II. <u>ARTICLE 2 – SCHEDULE</u> is amended to read as follows: The CONSULTANT shall commence services on May 1, 2024 and complete all services

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by July 31, 2025. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit B-1.

- III. Exhibit B to the Agreement is replaced in its entirety with Exhibit B-1, attached hereto and incorporated by reference.
- IV. All other provisions of the Agreement not in conflict with this First Amendment remain in full force and effect.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Director of Purchasing, for the Board of County Commissioners of Palm Beach County, Florida, has made and executed this First Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helfa era Derateger, christen Sudate recting Sudates I an the autor of Product e :: : : : : : Senior Assistant County Attorney

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS BY AND THROUGH ITS DIRECTOR OF PURCHASING:

Mélody Thelwell, MI

Director, Purchasing

CONSULTANT: Housing Partnership Inc. dba Community Partners of South Florida

By ee A. Bradshaw, Chief Strategy Officer

APPROVED AS TO TERMS AND CONDITIONS

Angelique J. Pr By:

Angelique J. Pickett, Executive Director, Criminal Justice Commission

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SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT 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 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 1 – REENGAGE & PRESENT

Task(s) to be completed: CONSULTANT will engage in listening sessions with law enforcement agencies to identify opportunities for improved relationships and collaboration between their entity and the CJC. These meetings will also serve as an opportunity to co-determine if collaboration can occur in the second phase of the impending community engagement follow-ups. CONSULTANT will present at the May 2024 Safety Justice Challenge Convening in Houston, TX.

Deliverables: Written report on the findings from the listening sessions that will include areas for opportunity and/or alignment and how the agencies prefer to partner during the second phase of community engagement. Presentation used for convening to be provided.

Completion Time: July 31, 2024

Compensation for Phase 1: <u>\$6.903</u>

PHASE 2 - BOARD ORIENTATION

Task(s) to be completed: CONSULTANT will create a CJC board orientation process for new, and existing, board members to the department, their mission, history, structure, and goals. The CONSULTANT will provide one-on-one orientations for, up to, 35 CJC board members. The CONSULTANT will also attend the May 2024 CJC board meetings and the CJC board meetings starting in September 2024 to ensure seamless integration and a foundation for relationship building.

Deliverables: CJC Onboarding Packet that will include an onboarding guide, the new member binder, curated by CJC leaders, and a video file that memorializes the CJC intent, purpose, and highlights. This packet will be the property of the CJC to utilize in perpetuity for the onboarding of new members for years to come.

Completion Time: <u>December 31, 2024</u>

Compensation for Phase 2: <u>\$16,770</u>

PHASE 3 – RECONNECT & ASSESS

Task(s) to be completed: CONSULTANT will reengage participants from the nine (9) regional groups, ensuring there is sufficient representation of individuals with lived experience or family members of individuals with lived experience. The goal in this phase is to identify what worked and what are the next steps to elevate the work from a program-solutions mindset to one that is

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centered on data-driven and best practice policy change solutions for sustainable system-wide change. Another goal is to identify one to two individuals interested in serving on a CJC committee or taskforce.

<u>Deliverables</u>: Written report collating all feedback from regional participants. List of 15-20 participants interested in moving forward with subsequent phases. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: December 31, 2024

Compensation for Phase 3: <u>\$94,965</u>

PHASE 4 - CAPACITY BUILDING

Task(s) to be completed: CONSULTANT work collaboratively with the assigned Safety and Justice Challenge (SJC) Technical Support Providers, and CJC staff, to increase participant's knowledge of the local criminal justice system, its policies and practices through the implementation of the Justice Leadership Academy which is an eight-week curriculum. The CONSULTANT will ensure each group is equipped with well-trained facilitators and scribes, supplies, and resources for successful sessions.

<u>Deliverables</u>: Schedules and all documentation related to academy sessions and CJC curated curriculum. Copies of all feedback sheets and pre and post questionnaires/assessments. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: May 31, 2025

Compensation for Phase 4: <u>\$21,099</u>

PHASE 5 – COMMITTEE DIALOGUES

Task(s) to be completed: CONSULTANT will facilitate dialogues with CJC committees to ensure newly oriented members and existing members create meaningful interactions early in their service. These guided conversations will focus on core values and create opportunities to identify similar experiences, hopes, and goals for themselves, their neighborhoods, and their impact during serving on the committee.

Deliverables: Schedules and all documentation related to dialogue sessions and CJC curated materials. Copies of all feedback sheets and pre and post questionnaires/assessments. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: July 31, 2025

Compensation for Phase 5: <u>\$25,451</u>

* "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 <u>verifiable</u> deliverables. Deliverables must be completed within the contract timeframe. If not completed by the contract timeframe, the CJC has the right to recoup all or some of the funds if the deliverables are not completed.

BUDGET AND DELIVERABLES

The following tables outlines the project budget and deliverables to be provided by the CONSULTANT within the contract period. Deliverables should be submitted to the Criminal Justice Commission Community Engagement Coordinator in electronic format via email. Equipment and supply costs are not requested.

DELIVERABLES

CONSULTANT will invoice the PBC Criminal Justice Commission based on the deliverables listed below, and according to the approved budget. A total of \$118,638 has been distributed.

Deliverables	Projected Due Date	Amount
Phase 1 Schedule and Work Plan	July 31, 2024	\$6,903
Phase 2 Onboarding Packet, Guide, New Member Binder, and Video File	December 31, 2024	\$16,770
Phase 3 Written Report, Assessment, and Survey	December 31, 2024	\$94,965
Phase 4 Schedules and documentation related to Justice Leadership Academy, copy of curriculum, and feedback including pre and post questionnaires /assessments.	May 31, 2025	\$21,099
Phase 5 Schedules, final report and all documentation related to Dialogue sessions.	July 31, 2025	\$25,451
TOTAL		\$165,188

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of <u>Housing Partnership Inc.</u>, <u>dba Community</u> <u>Partners of South Florida (Consultant)</u> and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Mira Zhivkova, Chief Operating Officer (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of Kphysical presence or \Box online notarization this, $\frac{22M}{M}$ day of $\frac{M\Omega (1-2M)}{M\Omega}$, by $\frac{MM}{M}$ and $\frac{2025}{M}$, by $\frac{MM}{M}$

Personally known \boxtimes OR produced identification \Box .

Type of identification produced _

Chil

NOTARY PUBLIC My Commission Expires: バノチタイユロンダ State of Florida at large

Notary Public State of Florida Sheri C. Middlebrook My Commission HH 604281 Expires 11/29/2028

(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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						/8/2025		
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 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 doos not confer righte to the								
certificate holder in lieu of such endorsement(s).								
PRODUCER Marsh & McLennan Agency, LLC	CONTA NAME:							
4400 PGA Blvd Ste 1000	PHONE (A/C, N	o, Ext):		FAX (A/C, No):				
Palm Beach Gardens FL 33410-6563	E-MAIL ADDRE	ss: FLCertific	ates@Marsh	MMA.com				
		INS	URER(S) AFFOR	IDING COVERAGE		NAIC #		
		ERA: Florida li	nsurance Tru	st		99999		
INSURED Housing Partnership, Inc.	HOUSIPARTN1 INSURI	екв: Philadel	ohia Indemnit	y Insurance Co.		18058		
dba Community Partners of South Florida	INSURI	ER c : Ameritru	st Insurance	Corporation		10665		
2001 W Blue Heron Blvd Riviera Beach FL 33404	INSURI	ERD: Star Insu	rance Comp	any		18023		
Triviera beauti FL 33404	INSURI	ERE:						
	INSUR	ER F :	·					
COVERAGES CERTIFICATE NUM	BER: 1210157603			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE IN EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	RM OR CONDITION OF AN SURANCE AFFORDED BY	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.		OT TO Y			
INSR TYPE OF INSURANCE ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$			
C X COMMERCIAL GENERAL LIABILITY FITGLE	00622024	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 1,000,0	000		
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,0			
				MED EXP (Any one person)	\$ 10.000			
				PERSONAL & ADV INJURY	\$ 1,000,0	000		
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,0	000		
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 3,000,0			
OTHER:					\$			
	00622024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0)00		
X ANY AUTO				BODILY INJURY (Per person)	\$			
ALL OWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Per accident)	\$			
X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
					\$			
	00622024	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 1,000,0	000		
X EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$ 1,000,0	000		
DED X RETENTION \$ 0					\$			
I AND EMPLOYERS' LIABILITY	500622024	6/1/2024	6/1/2025	X PER OTH- STATUTE ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 2,000,0	000		
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,0	000		
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 2,000,0	000		
	825198009 00622024	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Each Claim/Aggregate Each Claim/Aggregate Each Claim/Aggregate	1,000,0 1,000,0 \$1MIL	000 000 / \$3Mil.		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) -CYBER LIABILITY POLICY- Travelers Excess and Surplus Lines Company Policy #CYB10807081700 - Term: 07/18/2024 – 07/18/2025 Each Loss/Aggregate: \$1,000,000 - Retention: \$2,500 Each Claim -Certificate Holder is Additional Insured as respects to General, Automobile and Excess Liability only if required by written contract, and subject to the terms, conditions, and exclusions as specified in the policy.								
CERTIFICATE HOLDER	CERTIFICATE HOLDER							
	Palm Beach County Criminal Justice Commission 301 N Olive Ave Ste 1001							
	itun	I K Ki						
		signed in my						

ACORD 25 (2014/01)

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DIVISION OF CORPORATIONS



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Fictitious Name Detail

Fictitious Name

COMMUNITY PARTNERS OF SOUTH FLORIDA

Filing Information

Registration Number	G19000023211
Status	ACTIVE
Filed Date	02/15/2019
Expiration Date	12/31/2029
Current Owners	2
County	PALM BEACH
Total Pages	2
Events Filed	1
FEI/EIN Number	59-2704597

Mailing Address

2001 W. BLUE HERON BLVD RIVIERA BEACH, FL 33404

Owner Information

PARENT-CHILD CENTER, INC. 2001 W. BLUE HERON BLVD RIVIERA BEACH, FL 33404 FEI/EIN Number: 59-1964034 Document Number: 746600

HOUSING PARTNERSHIP, INC. 2001 W. BLUE HERON BLVD RIVIERA BEACH, FL 33404 FEI/EIN Number: 59-2704597 Document Number: N13117

Document Images

02/15/2019 -- Fictitious Name Filing

View image in PDF format

08/29/2024 -- Fictitious Name Renewal Filing View image in PDF format

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ATTACHMENT 2

	BOARD OF COUN	ACH COUNTY TY COMMISSIC EM SUMMARY	NER	Agenda Item #: 3Q-1 s MG·M/MCB 7 - O
Meeting Date: Au	gust 20, 2024 [X]	Consent Ordinance	====: [] []	<u> </u>
Department: Submitted For:	Criminal Justice (Criminal Justice (Commission		=============
		Commission		=======================================

Motion and Title: Staff recommends motion to:

- A) receive and file a Contract for Consulting/Professional Services with Housing Partnership, Inc., dba Community Partners (Housing Partnership) in the amount of \$165,188 for the period of May 1, 2024 through May 15, 2025 to fund community engagement, capacity building, and sustainability under the Criminal Justice Commission's (CJC) John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge (SJC) Project; and
- B) authorize the County Administrator or designee to execute any amendments, reports, or documents relating to this agreement on behalf of the Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office and within budgeted allocations, that do not substantially change the scope of work, or terms and conditions of the Contract.

Summary: Under the SJC Project, the County, through its CJC, has received \$4,350,000 in grant funding to reduce the jail population without compromising public safety, and address racial and ethnic disparities in the criminal justice system. Since 2021, Housing Partnership has been providing services to help the CJC better understand the needs and concerns of the general community of the County as it relates to criminal justice. In 2021 and 2022, over 170 community members participated in facilitated discussions on this topic. Citizens from every corner of the County participated along with our criminal justice partners to convey a better understanding of the criminal justice system. This community engagement project became one of the steadfast pillars for continued support from the John D. & Catherine T. MacArthur Foundation and a model for this work all around the Country. Housing Partnership was integral to the success of this project. The new project provides for further exploration, including discussions with law enforcement, training for community members, and developing an orientation for CJC board members. It also strengthens CJC support and commitment to the principles of community engagement. Regular reporting and deliverables are required. The County Purchasing Department executed this contract pursuant to the Palm Beach County Purchasing Code and PPM CW-L-008, Countywide (HH)

Background and Justification: The above-referenced Contract is in support of the work under the SJC Project. Palm Beach County was chosen out of 191 applicants from across the country to be one of 20 agencies to participate in the SJC Project. Under this project, the County, through its CJC, was awarded over \$2 million in grant funding to implement local strategies to safely reduce the jail population and racial and ethnic disparities (R2017-1709) and \$1.4 million in renewal funding to continue this work (R2022-0988). In March 2023, the CJC was selected to receive an additional \$875,000 to sustain its progress.

Attachment:

1) Contract for Consulting/Professional Services Housing Partnership, Inc., dba Community Partners

Recommended by:/	Augulant. Fickett	7/22/2024
	Department Director	Date '
Approved by:	Zel 1. Blum	7/22/27
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Personal Services					
Operating Costs	\$6,903	\$158,285	\$0	\$0	\$0
Grants & Aids					
External Revenues	(\$6,903)	(\$158,285)	\$0	\$0	\$0
Program Income (County)					······
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)			······································		

Is Item Included In Current Budget? Is this item using Federal Funds? Is this item using State Funds? Budget Account Exp No: Fund <u>1514</u> Dept. <u>762</u> Unit <u>7735</u> Obj. <u>3401</u> Prog. MFC3I/GY23 Rev No: Fund <u>1514</u> Dept. <u>762</u> Unit <u>7735</u> Rev. <u>6694</u>

B. Recommended Sources of Funds/Summary of Fiscal Impact: Fund: 1514 MacArthur Foundation's Safety and Justice Challenge \$875k

Department: 762 – Criminal Justice Comm Grants **Unit:** 7735 – MacArthur Foundation \$875K FY23-24

C. Departmental Fiscal Review:_

Digitally signed by Marlaneta Diaz DN: DC≂org, DC≕pbcgov, OU≍ Enterprise, OU≃PSD, OU≕Users, Cl Marianeta Diaz, E≈MDiaz@pbcgov, Date: 2024.07.01 07:57:41-04'00

III. REVIEW COMMENTS:

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

the 7/201/dur OFMB

B. Legal Sufficiency

18-6-24 Assistant County Attorney

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Contract Dev. & Contro

ATTACHMENT 1

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R2024 0974 AUG 2024

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 1st day of May 2024, 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 Housing Partnership Inc., dba Community Partners of South Florida, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal ID is 59-2704597.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of community engagement, capacity building, and sustainability, as specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Rosalind Murray, Community Engagement Coordinator, Criminal Justice Commission, telephone no. 561-355-2332.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Jaime-Lee A. Bradshaw, Chief Strategy Officer, telephone no. 561-841-3500 x1008.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on May 1, 2024 and complete all services by May 15, 2025. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- 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 Sixty-Five Thousand One Hundred Eighty-Eight Dollars (\$165,188.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT 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 CONSULTANT 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

Page 1 of 22

Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "<u>Final Invoice</u>" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.
- D. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <u>https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</u>. If CONSULTANT intends to use sub-consultants, CONSULTANT 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. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-innegotiation 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 CONSULTANT'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 the CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

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- 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 6 - PERSONNEL

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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

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ARTICLE 8 - 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 CONSULTANT. The CONSULTANT shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 9 - 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, and grant funding from the John D. & Catherine T. MacArthur Foundation.

ARTICLE 10 - INSURANCE

The CONSULTANT 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 CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT 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: CONSULTANT 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: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

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- C. Professional Liability: CONSULTANT 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 CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

And may be addressed to: c/o Palm Beach County Criminal Justice Commission Rosalind Murray, Community Engagement Coordinator 301 N. Olive Ave., Suite 1001 West Palm Beach, Florida 33401

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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

CONSULTANT shall protect, defend, reimburse, indemnify and hold 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 CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

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

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The CONSULTANT 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 CONSULTANT'S judgement 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 CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY agrees to notify the CONSULTANT of its opinion by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT 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.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

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supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT 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 CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

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ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 in Palm Beach County. The CONSULTANT 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

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contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT 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 CONSULTANT 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 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

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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:

Rosalind Murray, Community Engagement Coordinator Criminal Justice Commission 301 N. Olive Ave., Suite 1001 West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave., 6th Floor West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to: Jaime-Lee A. Bradshaw, Chief Strategy Officer Housing Partnership Inc. dba Community Partners of South Florida 2001 Blue Heron Blvd. Riviera Beach, Florida 33404

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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 CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT 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 CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT 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.

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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. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT 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 CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott Israel List or is engaged in a boycott of 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, 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 CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONSULTANT 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 CONSULTANT 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 CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT 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 CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT 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.

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

ARTICLE 32 - COUNTERPARTS

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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. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT 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 CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT 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. CONSULTANT 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.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above.

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CONSULTANT 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, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 - HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed Exhibit C, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Left Blank)

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

nior Assistant County Attorn

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CONSULTANT:

Housing Partnership Inc. dba Community Partners of South Florida

Jaime-Lee A. Bradshaw
Typed Name

Chief Strategy Officer Title

(corp. seal)

APPROVED AS TO TERMS AND CONDITIONS

By:

Todd Bonlarron, Asst. County Administrator

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EXHIBIT A

SCOPE OF WORK

CONSULTANT will implement a community engagement model project that advances the work of community engagement for the Criminal Justice Commission (CJC). This model project is designed to build community capacity and create sustainable impact by re-engaging the regional participants to collaborate on local criminal justice issues to increase awareness, identify barriers, seek solutions and drive policy-level change.

This work will be performed in five (5) phases, which shall be paid and delivered in accordance with Exhibit B, which is attached hereto and incorporated herein by reference:

Phase One

<u>Reengage & Present</u> – CONSULTANT in partnership with county administration, will create an intentional effort to meet and listen with Palm Beach County law enforcement agencies to identify opportunities to improve the relationship and collaboration between their entity and the CJC. This will also provide an opportunity to share the community engagement plan, to solicit feedback, and to discuss how their agencies, constituents, and officers may be willing to engage in the process.

Phase Two

<u>CJC Board Orientation</u> – CONSULTANT will engage, individually, with all new and existing board members to the department, their mission, history, structure, and goals. The goal of these orientations is to ensure that all CJC Board members possess the information and resources necessary to serve their term with competence and confidence. This phase will also feature two inperson CJC full board meeting relationship-building opportunities.

Phase Three

<u>Reconnect & Assess</u> – CONSULTANT will reengage the nine (9) regional sites, ensuring there is sufficient representation of individuals with lived experience or family members of individuals with lived experience. The goal in this phase is to build upon the work initial performed by conducting an internal group assessment of its initial work to determine what worked and what are the next steps to elevate the work from a program-solutions mindset to one that is centered on data-driven and best practice policy change solutions for sustainable system-wide change. A survey of participant feedback will be conducted to identify wins and areas for improvement.

Phase Four

<u>Capacity Building</u> – CONSULTANT will work collaboratively with the assigned Safety and Justice Challenge (SJC) Technical Support Providers and CJC staff to increase participant's knowledge of the local criminal justice system, its policies and practices through the implementation of an eightweek Resident Leadership Academy. These weeks are designed to increase individual leadership and orient them to serving on committees to create collaboration and amplify its impact through service. These sessions will also deepen the participants understanding of the local criminal justice system and other intersecting systems to provide differing viewpoints, identify issues and learn effective ways to advocate for systems improvements and policy change.

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Phase Five

<u>Committee Dialogues</u> – CONSULTANT will focus on the infusion and support of the regional participants who were engaged in phase four's capacity building efforts, the Resident Leadership Academy. Once they've completed the academy, onboarding infusion and support within the various stakeholder groups will commence. Utilizing the dialogue to change framework, the CONSULTANT will facilitate dialogues within the newly infused groups to ensure synergy. The goal is to ensure long-lasting, and intentional; community engagement occurs within the systems by creating reflective governing bodies. These opportunities will serve as a model for effective inclusion, community engagement, and systems change.

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SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT 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 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 1 – REENGAGE & PRESENT

Task(s) to be completed: CONSULTANT will engage in listening sessions with law enforcement agencies to identify opportunities for improved relationships and collaboration between their entity and the CJC. These meetings will also serve as an opportunity to co-determine if collaboration can occur in the second phase of the impending community engagement follow-ups. CONSULTANT will present at the May 2024 Safety Justice Challenge Convening in Houston, TX.

Deliverables: Written report on the findings from the listening sessions that will include areas for opportunity and/or alignment and how the agencies prefer to partner during the second phase of community engagement. Presentation used for convening to be provided.

Completion Time: July 31, 2024

Compensation for Phase 1: \$6,903

PHASE 2 - BOARD ORIENTATION

Task(s) to be completed: CONSULTANT will create a CJC board orientation process for new, and existing, board members to the department, their mission, history, structure, and goals. The CONSULTANT will provide one-on-one orientations for, up to, 35 CJC board members. The CONSULTANT will also attend the May 2024 CJC board meetings and the CJC board meetings starting in September 2024 to ensure seamless integration and a foundation for relationship building.

Deliverables: CJC Onboarding Packet that will include an onboarding guide, the new member binder, curated by CJC leaders, and a video file that memorializes the CJC intent, purpose, and highlights. This packet will be the property of the CJC to utilize in perpetuity for the onboarding of new members for years to come.

Completion Time: <u>December 31, 2024</u> Compensation for Phase 2: <u>\$16,770</u>

PHASE 3 – RECONNECT & ASSESS

Task(s) to be completed: CONSULTANT will reengage participants from the nine (9) regional groups, ensuring there is sufficient representation of individuals with lived experience or family members of individuals with lived experience. The goal in this phase is to identify what worked and what are the next steps to elevate the work from a program-solutions mindset to one that is centered on data-driven and best practice policy change solutions for sustainable system-wide change. Another goal is to identify one to two individuals interested in serving on a CJC committee or taskforce.

<u>Deliverables</u>: Written report collating all feedback from regional participants. List of 15-20 participants interested in moving forward with subsequent phases. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: December 31. 2024

Compensation for Phase 3: <u>\$94,965</u>

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PHASE 4 - CAPACITY BUILDING

Task(s) to be completed: CONSULTANT work collaboratively with the assigned Safety and Justice Challenge (SJC) Technical Support Providers, and CJC staff, to increase participant's knowledge of the local criminal justice system, its policies and practices through the implementation of the Resident Leadership Academy which is an eight-week curriculum. The CONSULTANT will ensure each group is equipped with well-trained facilitators and scribes, supplies, and resources for successful sessions.

<u>Deliverables</u>: Schedules and all documentation related to academy sessions and CJC curated curriculum. Copies of all feedback sheets and pre and post questionnaires/assessments. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: February 28, 2025

Compensation for Phase 4: \$21,099

PHASE 5 – COMMITTEE DIALOGUES

Task(s) to be completed: CONSULTANT will facilitate dialogues with CJC committees to ensure newly oriented members and existing members create meaningful interactions early in their service. These guided conversations will focus on core values and create opportunities to identify similar experiences, hopes, and goals for themselves, their neighborhoods, and their impact during serving on the committee.

Deliverables: Schedules and all documentation related to dialogue sessions and CJC curated materials. Copies of all feedback sheets and pre and post questionnaires/assessments. Food, meeting space, stipends, and other miscellaneous fees are included in compensation.

Completion Time: <u>May 31, 2025</u>

Compensation for Phase 5: <u>\$25,451</u>

* "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 <u>verifiable</u> deliverables. Deliverables must be completed within the contract timeframe. If not completed by the contract timeframe, the CJC has the right to recoup all or some of the funds if the deliverables are not completed.

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BUDGET AND DELIVERABLES

The following tables outlines the project budget and deliverables to be provided by the CONSULTANT within the contract period. Deliverables should be submitted to the Criminal Justice Commission Community Engagement Coordinator in electronic format via email. Equipment and supply costs are not requested.

DELIVERABLES

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CONSULTANT will invoice the PBC Criminal Justice Commission based on the deliverables listed below, and according to the approved budget.

Deliverables	Projected Due Date	Amount
Phase 1 Schedule and Work Plan	July 31, 2024	\$6,903
Phase 2 Onboarding Packet, Guide, New Member Binder, and Video File	December 31, 2024	\$16,770
Phase 3 Written Report, Assessment, and Survey	December 31, 2024	\$94,965
Phase 4 Schedules and documentation related to Resident Academy, copy of curriculum, and feedback including pre and post questionnaires/assessments.	February 28, 2025	\$21,099
Phase 5 Schedules, final report and all documentation related to Dialogue sessions.	May 31, 2025	\$25,451
TOTAL		\$165,188

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Housing Partnership Inc., dba Community Partners of South Florida (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Saime-Lee A. Bradshaw (signature of officer or representative)

Jaime-Lee A Bradshaw, Chief Strategy Officer

Oath or Affirmation:

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

State of Florida, County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of \square physical presence or \square online notarization this, $\underline{192}$ day of $\underline{104}$ $\underline{2024}$, by $\underline{Taime} \cdot \underline{Lee} Bradshaw$ (name of person making statement).

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