





## CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of May 5, 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 Prime Time Palm Beach County, Inc., a not for profit organization, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-1071628.

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 connecting summer camps to expanded learning opportunities as more 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 Ike Powell, Director of Outreach & Community Programming (telephone no. 561-242-5704).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Suzette L. Harvey, President/CEO (telephone no. 561-732-8066).

### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on June 1, 2026, and complete all services by September 30, 2026.

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

### ARTICLE 3 - PAYMENTS TO 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-NINE THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS (\$169,722). 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. Should this Contract have approved subconsultant(s), the CONSULTANT shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the COUNTY.
- 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 Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval.

- C. The CONSULTANT is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5<sup>th</sup> of each fiscal year. Any amounts not submitted by October 15, 2026, 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 CONSULTANT will clearly state "final invoice" 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.
- E. In order to do business with Palm Beach County, the CONSULTANT is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the CONSULTANT intends to use sub-consultants, the 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. The 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-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 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:

- 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 hereinunder 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.

**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 not 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 - 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 the COUNTY'S review or acceptance of insurance maintained by the CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under the Contract. The 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:** The 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 the COUNTY upon request.

- B. **Sexual Abuse and Molestation:** The CONSULTANT shall maintain coverage for Sexual Abuse and Molestation at a limit of not less than \$250,000 each occurrence. Coverage may be provided by endorsement to the Commercial General Liability policy.
- C. **Workers' Compensation Insurance & Employer's Liability:** The CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Waiver of Subrogation:** Except where prohibited by law, the 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 the 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 the 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 the COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, 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  
c/o Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

- F. **Right to Revise or Reject:** The COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONSULTANT 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 CONSULTANT. The CONSULTANT also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY. This article shall survive termination or expiration of this Contract.

#### **ARTICLE 11 - 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 12 - REMEDIES**

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

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

#### **ARTICLE 13 - 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.

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, constitute a conflict of interest if entered into 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, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 14 - 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 15 - 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 16 - 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 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 17 - 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 18 - 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.

**ARTICLE 19 - 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, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records,

to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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, Sections 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**ARTICLE 20 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, 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, 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 2025-0748, 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, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. 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 discrimination. 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 contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONSULTANT shall include this language in its subcontracts.

**ARTICLE 21 - 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 22 - SEVERABILITY**

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

**ARTICLE 23 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, 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 section 287.133(3)(a), Florida Statutes.

**ARTICLE 24 - 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 an amendment to the Contract 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 COUNTY.

**ARTICLE 25 - NOTICE**

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

Palm Beach County Youth Services Department  
Attn: Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave., Sixth Floor  
West Palm Beach, FL 33401

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

Prime Time Palm Beach County, Inc.  
Attn: Suzette L. Harvey, President/CEO  
2300 High Ridge Road, Suite 330  
Boynton Beach, FL 33426

**ARTICLE 26 - 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 24- Modifications of Work.

**ARTICLE 27 - 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. The 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 28 - SCRUTINIZED COMPANIES**

- A. As provided in section 287.135 Florida Statutes, 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if CONSULTANT 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 section 287.135 Florida Statutes, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY.

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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

**ARTICLE 29 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, 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 this Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of this 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 this 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 this 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.

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, Florida Statutes, 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 [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 30 - 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 CONSULTANT shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 31 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

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

The 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)(f), Florida Statutes, as may be amended. The 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.

The COUNTY shall terminate this Contract if it has a good faith belief that the CONSULTANT has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If the COUNTY has a good faith belief that the CONSULTANT'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the COUNTY shall notify the CONSULTANT to terminate its contract with the subconsultant and the CONSULTANT shall immediately terminate its contract with the subconsultant. If the COUNTY terminates this Contract pursuant to the above, the CONSULTANT shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, the CONSULTANT shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

**ARTICLE 32 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.**

Pursuant to section 286.101, Florida Statutes, 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 33 – 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.

**ARTICLE 34 – DIGITAL ACCESSIBILITY COMPLIANCE**

CONSULTANT acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CONSULTANT represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

CONSULTANT shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, CONSULTANT shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CONSULTANT shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. CONSULTANT shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

*(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 CONSULTANT has hereunto set its hand the day and year above written.

**CONSULTANT:**

Prime Time Palm Beach County, Inc.  
Company Name

DocuSigned by:  
Suzette L. Harvey  
11560D67A695413...  
Signature

Suzette L. Harvey  
Typed Name

President/Chief Executive Officer  
Title

**ATTEST:**

**COUNTY:**

**MICHAEL A. CARUSO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Jessica Bober Rosenthal  
0AA63AE2474C433...  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Ike Powell  
A40B0A495955425...  
Youth Services Department

**EXHIBIT A**

**SCOPE OF WORK**

**Contract Period:** June 1, 2026 – September 30, 2026

**Agency Name:** Prime Time Palm Beach County, Inc.

**Program Name:** Expanded Learning Opportunities (ELOs)

**Target Population:** Summer Camps under Summer Camp Scholarship Program (SCSP)

**Geographic area(s) served:** All Palm Beach County (County)

**Commission District(s):** 1 through 7

**Overview**

The County's Summer Camp Scholarship Program provides full tuition and fees for children residing in families with income at or below 185% of the Federal Poverty Guidelines. The program allows parents to work with the knowledge that their children are safe. It provides children educational and recreational opportunities for growth in order to avoid summer learning loss. Prime Time will coordinate with the summer camp programs that provide camp opportunities to low-income children, for expanded learning opportunities (ELOs). ELOs are enrichment activities that are delivered by content experts from partnering community organizations already contracted through Prime Time.

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

Palm Beach County Quality Standards for Afterschool

David P. Weikart Center for Youth Program Quality – Standards for SEL Practice

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

Low income

Prevention of "Summer Slide" – loss of academic gains during summer out-of-school months.

**Services:**

The coordination services will include:

- ELOs will provide hands-on learning to the targeted summer camps (some ELOs may occur through the start of the school year and conclude by September 30, 2026).

**Outcomes:**

The following outcomes will be tracked:

- For 8 of 10 (80%) ELOs, Out-of-School Time (OST) staff will report (on the Adult Perceptions of Youth Engagement Survey) perceptions of high overall value to youth, with an average rating of at least 7 out of 10. These results will indicate that at least 70% of youth experienced cognitive, social and emotional value (0 = not at all valuable, 10 = very valuable).
- For 8 of 10 (80%) ELO providers, OST staff will report high satisfaction with the provider, giving an average rating of at least 8 out of 10 on the Prime Time Customer Impact Survey (1 = not at all true, 10 = very true).

- 10 of 10 (100%) ELO providers will achieve a satisfactory quality score on the Palm Beach County Program Quality Assessment (PBC-PQA).

**Reports Submission:** The CONSULTANT shall provide data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.

- Annual Report format, Exhibit A, Form 1

**Projected number of clients served:**

868 projected youth will be impacted from the eligible summer programs. Preference will be given to summer camps that are not currently engaged with Prime Time and that do not have ELOs scheduled for the summer.

**EXHIBIT A, FORM 1**

**Annual Report Format**

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



**ANNUAL REPORT  
COMMUNITY-BASED AGENCY CONTRACT**

**CONTRACT PERIOD: June 1, 2026 – September 30, 2026**

**EXECUTIVE SUMMARY**

<b>Agency Name:</b>	Prime Time Palm Beach County, Inc.
<b>Program Name:</b>	Expanded Learning Opportunities (ELOs)
<b>Prepared by:</b>	<i>Click here to enter name and contact information of the person entering the report.</i>
<b>Methods:</b>	<i>Click here to enter a short statement about the program.</i>
<b>Outcomes:</b>	<i>Click here to enter a short statement about the program.</i>
<b>Conclusion:</b>	<i>Click here to enter a short statement that indicates if the program achieved its stated outcomes.</i>
<b>Recommendations:</b>	<i>Click here to enter a short statement that includes recommendations to address challenges and improve this program.</i>

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

\_\_\_\_\_  
**Title of signatory**

Click or tap to enter a date.

**ANNUAL REPORT**

**Introduction:**

*Provide a brief description about your agency and the funded program.*

**Scope of Work:**

*Describe the program's scope of work.*

ELO providers will provide hands-on learning to the targeted summer camps (some ELOs may occur through the start of the school year and conclude by September 30, 2026).

**Demographics:**

*Describe and provide totals for the population you served. Highlight any demographic information that is program-specific, specify 'other' categories, and provide a summary of challenges and accomplishments serving this population.*

YOUTH					
Gender:	(#)	(%)	Age:	(#)	(%)
Female			0-4		
Male			5-10		
FTM			11-13		
MTF			14-18		
Other			19-22		
Race:					
Asian/Pacific Islander					
Black or African American					
Hispanic or Latino/a					
Native American or American Indian					
White					
Other					
HOUSEHOLD					
Family Type:			Family Income:		
Two Parent Household			<\$19,999		
Single Parent Female Head of Household			\$20,000-\$29,999		
Single Parent Male Head of Household			\$30,000-\$39,999		
Grandparents			\$40,000-\$49,999		
Other			\$50,000-\$59,999		
Unknown			>\$60,000		

**Methodology**

**Outcomes:**

*Provide a narrative of your findings as supported by your data analysis. List and summarize outcome results as indicated below:*

**Target:** For 8 of 10 (80%) ELOs, out-of-school time (OST) staff will report (on the Adult Perceptions of Youth Engagement Survey) perceptions of high overall value to youth, with an average rating of at least 7 out of 10. These results will indicate that at least 70% of youth experienced cognitive, social and emotional value (0 = not at all valuable, 10 = very valuable).

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

**Target:** For 8 of 10 (80%) ELOs, OST staff will report high satisfaction with the provider, giving an average rating of at least 8 out of 10 on the Prime Time Customer Impact Survey (1 = not at all true, 10 = very true).

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

**Target:** 10 of 10 (100% of) ELOs will achieve a satisfactory quality score on the PBC-PQA assessment.

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

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

*Click here to enter text, charts, or graphs.*

**Conclusions:**

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

*Click here to enter text.*

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by the CONSULTANT as defined in **Exhibit A**, consists of 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:

Name of Agency (ELO Provider)	Program Description	Projected Youth Experiences	Projected Youth Impacted	Number of Sessions in a Module	Number of One-hour Sessions	Session Cost	Not to Exceed
Divinity Dance	Let's Dance and Create is a seven-week, one-hour dance program introducing school-aged students to diverse genres including ballet, hip hop, jazz, improvisation, musical theatre, and step. Designed for all abilities with no prior experience required, it fosters creativity, collaboration, and self-expression. Students build confidence, resilience, social-emotional skills, and a foundational understanding of dance in an inclusive, engaging environment. <b>42 total sessions, 7 sessions per learning module, 6 modules served.</b>	630	90	7	42	\$437.50	\$18,375
FLIPANY	Healthy Cooking introduces youth to core nutrition principles aligned with MyPlate, including balanced meals, food groups, label reading, and portion control. Through hands-on cooking, students build math, literacy, and teamwork skills	600	60	10	40	\$425.09	\$17,004

	while gaining confidence in basic techniques. The Great Garden Adventure explores food production through gardening, environmental stewardship, and garden-to-table recipes, with planter beds and take-home kits extending learning beyond the classroom. <b>40 total sessions, 10 sessions per learning module, 4 modules served.</b>						
Florida Fishing Academy	Through Angling for a Healthy Future, children and youth learn basic fishing skills, kayaking, snorkeling, water safety, environmental awareness, problem-solving and other life skills through the Florida Fishing Academy's expanded learning opportunity. Fishing and other water-based activities can serve as a means for self-improvement, and social and emotional development. Every camp will have a trip on the boat. <b>50 total sessions, 10 sessions per learning module, 5 modules served.</b>	750	75	10	50	\$418.41	\$20,920
KidzArt	KidzArt provides high-quality visual arts education to elementary students through structured, developmentally appropriate weekly classes. Led by trained instructors, students explore drawing, painting, and clay while	840	105	8	56	\$297.89	\$16,682

	learning foundational techniques and building confidence, focus, and fine motor skills. In a supportive, non-competitive environment, children strengthen creative thinking and self-expression through accessible, skill-based instruction. <b>56 total sessions, 8 sessions per learning module, 7 modules served.</b>						
Soccer Shots	Soccer Shots delivers high-energy, character-focused youth soccer enrichment to elementary students in afterschool programs across Palm Beach County. In six weekly sessions, children build soccer fundamentals, gross motor skills, and social-emotional awareness through play-based learning. Led by trained coaches in a positive, structured environment, the program promotes teamwork, confidence, healthy habits, and strong character development. <b>41 total sessions, 6 sessions per learning module, 7 modules served.</b>	615	103	6	41	\$350	\$14,350
Surf, Skate, Create	Surf Skate Creates Skate Program is an eight-week enrichment experience focused on foundational skateboarding skills and personal growth. Through weekly, movement-based	480	60	8	32	\$425	\$13,600

	<p>sessions, youth build balance, coordination, confidence, and resilience in a supportive environment. Emphasizing safety, perseverance, and reflection, the program promotes physical wellness, social development, and a positive, growth-oriented mindset. <b>32 total sessions, 8 sessions per learning module, 4 modules served.</b></p>						
<p>Young Singers of the Palm Beaches</p>	<p>The Prime Time Young Singers Choirs provides children and youth an opportunity to explore various aspects of musicianship, world cultures, emotions, linguistics and teamwork. Each session includes activities that develop a natural singing body alignment, freedom of breath, development of intonation, ease of personal vocal freedom using music from various periods and genres. Benefits of singing include the enhancement of social, mental and emotional health of participating children and youth. Studies show that singing increases self-confidence and self-esteem fosters leadership skills and ultimately develops good citizens. <b>48 total sessions, 6 sessions per learning module, 8</b></p>	<p>720</p>	<p>120</p>	<p>6</p>	<p>48</p>	<p>\$384.18</p>	<p>\$18,441</p>

	<b>modules served.</b>						
Digital VibeZ	The Fitness Jamz Program is designed to combat childhood obesity by fostering a love of fitness by teaching youth at an early age how to incorporate physical activity and healthy behaviors into their everyday lives. The Fitness Jamz program will engage youth in fun physical activities that keep them safe, active and healthy. Youth who engage in at least 60 minutes of physical activity daily reduce their risk of obesity and diabetes, increase self-confidence and have a better outlook on life. <b>40 total sessions, 8 sessions per learning module, 5 modules served.</b>	600	75	8	40	\$437.50	\$17,500
Yoga 4 Change	Yoga 4 Change offers a trauma-informed, evidence-based yoga and mindfulness program for K-5 students in Palm Beach County. Through weekly one-hour classes, youth learn movement, breathing, and mindfulness techniques to manage stress, improve focus, and build resilience. Supported by certified instructors and take-home materials, the program fosters emotional regulation, self-awareness, and social-emotional skills in a culturally responsive,	630	105	6	42	\$425	\$17,850

	developmentally appropriate setting. <b>42 total sessions, 6 sessions per learning module, 7 modules served.</b>						
Nexplore	Nexplore is a national enrichment provider with 18+ years of experience offering nearly 100 STEAM, Life Skills, and Fitness programs for in-school, after-school, and summer settings. Through hands-on, engaging experiences—from coding to entrepreneurship—students build confidence, creativity, and teamwork. Flexible, culturally responsive programming supports academic growth, STEAM exploration, and early career exposure, empowering youth to thrive in school and beyond. <b>50 total sessions, 10 sessions per learning module, 5 modules served.</b>	750	75	10	50	\$300	\$15,000
<b>Total</b>		<b>6,615</b>	<b>868</b>	<b>79</b>	<b>441</b>		<b>\$169,722</b>

**Total Deliverables:**

- Cover Memo & Consultants Invoice
- Proof of Payment by Consultant to ELO Provider
- Proof of Service (include list of session dates, locations, groups and attendance records)
- Reports verifying outcomes stated in the Scope of Work; the Annual Report is due no later than October 15, 2026

**The CONSULTANT shall not submit requests for payment for any ELO Provider’s activities that ELO Providers have submitted to the COUNTY or any other payment source.**

**The "Projected Youth Experiences" equal the number of "Projected Youth Impacted" multiplied by the Number of Sessions per Learning Module.**

**CONTRACT EXHIBIT C**

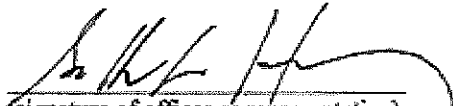
**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

**Section 787.06(13), Florida Statutes**

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Prime Time Palm Beach County Inc.  
(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.**

  
(signature of officer or representative)


Sozette L. Harvey  
(printed name and title of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization this,  
24<sup>th</sup> day of March 2026, by Sozette L. Harvey

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_

  
NOTARY PUBLIC  
My Commission Expires: 11/27/2026  
State of Florida at large

