





**Summary, continued from Page 1:**

Each Workshop series will end with the Kidsfit Jamathon, providing an opportunity for participants to engage in various fitness activities and showcase what they have learned. Community Based Agency Contracts with College for Kids Inc., d/b/a Take Stock in Children of Palm Beach County (College for Kids) (R2021-1290) for its Take Stock in Children PBC program, and Planned Parenthood of South Florida and the Treasure Coast, Inc. d/b/a Planned Parenthood of South, East and North Florida (Planned Parenthood) (R2021-1297) for its Time for Your Teen program, were approved by the Board of County Commissioners (BCC) in September 2021, for the period of October 1, 2021 through September 30, 2024, for an annual amount of \$93,000 and \$49,000, respectively. One (1) of the Budget Transfers will transfer unspent funding from these two (2) contracts (\$49,000 from Planned Parenthood and \$93,000 from College for Kids) that were terminated in FY24. College for Kids and Planned Parenthood contracts were terminated by the agencies on February 29, 2024, and May 1, 2023, respectively. Approval of these Budget Transfers will fund summer programming with Path to College and Digital Vibez. Both of these contracts include a logic model and reporting measurements specific to their individual programs. After completion of the contracts, reports will be generated detailing the progress in meeting performance measurements. In 2023, Digital Vibez's Wellness Workshop Program served 798 youth participants. Eighty-three percent (83%) of youth participants in 2023 demonstrated an increase in knowledge and understanding of nutrition and diabetes. Countywide (HH)

**Background and Justification:** Summer is a critical time for constructive programming for youth. The contract with Path to College supports economic access for youth as it prepares them for college and provides stipends. The contract with Digital Vibez promotes health and wellness. On September 14, 2021, the BCC approved a total of 12 contracts, which included contracts with College for Kids and Planned Parenthood, for the period of October 1, 2021 through September 30, 2024.

## COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of \_\_\_\_\_ by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Path to College Foundation, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 81-5228014.

**WHEREAS**, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

**WHEREAS**, the AGENCY has agreed to assure access to funded services for the COUNTY departments, divisions and/or programs; and to assure that individuals referred from the COUNTY departments, divisions and/or programs will receive services on a timely basis.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 12. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

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 AGENCY'S representative/liaison during the performance of this Contract shall be Christine Sylvain, Executive Director, (telephone no. 561-907-7679).

### ARTICLE 2 - SCHEDULE

- A. The AGENCY shall commence services on June 1, 2024, and complete all services by September 30, 2024.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

**ARTICLE 3 - PAYMENTS TO THE AGENCY**

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Unit Cost of Service Rate and Definition) for services rendered toward the completion of the attached 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. The program and unit cost of service rate definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on the AGENCY'S letterhead signed by the Chief Executive Officer, or Designee, which cover memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.
- “The AGENCY certifies all expenses included in this claim [ ] were [ ] were not [check one] incurred in accordance with the units and unit cost provisions of the Agreement/Contract” [If you checked “were not”, please provide justification].”
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5<sup>th</sup> of each fiscal year. Any amounts not requested by October 15, 2024, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, no later than the 15<sup>th</sup> of each month, separately for each corresponding program, as well as being shown as a separate expense for any evidence-based/promising programming expenditure, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- E. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.
- F. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute the AGENCY'S certification that all services have been

properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

- G. In order to do business with Palm Beach County, the AGENCY 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 AGENCY intends to use sub-consultants, the AGENCY 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 AGENCY and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

The said rates and costs shall be adjusted to exclude any significant sums should the 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 within three (3) years following final payment.

#### **ARTICLE 6 - INSURANCE**

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as AGENCY'S review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under the Contract. The AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: The AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Sexual Abuse and Molestation: The AGENCY 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. Business Automobile Liability: The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident for all owned, non-owned and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. Workers' Compensation Insurance & Employer's Liability: The AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Waiver of Subrogation: Except where prohibited by law, the AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the AGENCY enter into such an agreement on a pre-loss basis.
- F. 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 AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

- G. 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 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS**

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

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

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.



The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. The AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their Contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. The AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 10 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

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

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### **ARTICLE 12 – AGENCY’S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY shall maintain separate financial records for Community Based Agency (CBA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual action areas, by administration and program costs. CBA’s cost allocations are to be completed and posted by action area, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT may be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual action area and be available as in the detailed general ledger. These costs must support the unit cost of service rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute, during the Contract period or thereafter.
- E. The AGENCY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached **Exhibit A**, and the attached **Exhibit B** are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder’s licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives

or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

F. Reporting requirements.

1. The AGENCY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
2. Reports shall be provided at the following intervals and in the report formats identified in **Exhibit A**, by entering program specific data into the CBA Portal:
  - i. The Annual report is due no later than October 15, 2024, and shall include the applicable data for the preceding year.
  - ii. The AGENCY agrees to submit final outcomes by the stated time-frame in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
  - iii. Logic Model reports shall be due no later than October 15, 2024, and shall include annual actual outcome results data for the preceding year in column 5. These results shall be as evidenced by the outcomes measurement tools specified in column 6 of the Logic Model.
  - iv. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

The AGENCY shall have a representative attend mandatory meetings as may be set by the COUNTY.

H. Birth to 22 and Community Outreach Events

The AGENCY is strongly encouraged to actively participate in Birth to 22 Action Teams and Birth to 22 and DEPARTMENT Community Outreach Events.

- I. The AGENCY shall participate in further evaluation, conducted by the DEPARTMENT, or on behalf of the DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, the AGENCY shall:
1. Collect individual participant pre and post-implementation data, if applicable.
  2. Submit enrollment, attendance, and any necessary data and reports to the DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of the DEPARTMENT.
  3. Administer client satisfaction surveys provided by the COUNTY.

### ARTICLE 13 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 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 AGENCY'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 AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two (2) bound originals of the audit are due thirty (30) days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department  
Attn: Ike Powell, Director of Outreach & Community Programming  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

#### **ARTICLE 15 – DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance

law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

**ARTICLE 16 - AMERICANS WITH DISABILITIES ACT (ADA)**

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

**ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**ARTICLE 18 - CONTINGENT FEES**

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

**ARTICLE 19 - 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.

Notwithstanding anything contained herein, the AGENCY shall be required to submit each subcontractor's information to the COUNTY, and the COUNTY will provide written acceptance/non-approval to the AGENCY.

**ARTICLE 20 - 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 AGENCY 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

**ARTICLE 21 - EXCUSABLE DELAYS**

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

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

**ARTICLE 22 - ARREARS**

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

**ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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

**ARTICLE 24 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by the COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.



**ARTICLE 25 - 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 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

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

**ARTICLE 27 - 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 AGENCY, notices shall be addressed to:

The Path to College Foundation, Inc.  
Attn: Jaime Akkusu, Director of Programs  
P.O. Box 487  
Lake Worth, FL 33460

#### **ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 29 - FEDERAL AND STATE TAX**

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

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

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

**ARTICLE 31 - PUBLIC RECORDS**

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

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

AGENCY must be provided to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. The 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. The AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 32 - SCRUTINIZED COMPANIES**

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

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

**ARTICLE 33 - 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.

**ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

The AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the AGENCY’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 AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

{Remainder of page left blank intentionally}

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

**AGENCY:**

The Path to College Foundation, Inc.  
Company Name

DocuSigned by:  
Christine Sylvain  
Signature

Christine Sylvain  
Typed Name

Executive Director  
Title

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: HCH  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS  
By: Ike Powell  
Youth Services Department

## EXHIBIT A

### SCOPE OF WORK

<b>Contract Period:</b>	June 1, 2024 - September 30, 2024
<b>Agency Name:</b>	The Path to College Foundation, Inc.
<b>Program Name:</b>	Summer College and Career Program / Techmasters
<b>Target Population:</b>	High School Age Youth
<b>Geographic area(s) served:</b>	33403, 33404, 33407, 33409, 33401, 33406, 33415, 33405, 33461, 33460, 33463, 33462, 33426, 33436, 33435
<b>Commission District(s):</b>	District 2, District 3, District 7

#### **Overview:**

This summer our students will complete two college tours, and career days at corporate partners in STEM. We will also conduct a public speaking competition with 50 students. Internship matching opportunities and stipends will be coordinated including the launch of an IT fundamentals program called Techmasters that will culminate in a community digital literacy service project. We hold five college prep sessions, weekly virtual SAT prep, weekly in-person SAT prep, and math tutoring.

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

The mentoring program is structured based on the Standards for Effective Practice in Mentoring. The curriculum is project-based and cultural competent, as well as student-guided whenever possible. Our fellowship prides itself on its cultural competency from staff to the training provided to mentors. This creates a fun, engaging, and identity-affirming environment with a culture of love, acceptance, and excellence.

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

Almost all of our students come from communities with extraordinary challenges. Many of them struggle with housing and food insecurity, as well as have the double burden of having to work while going to school, and often dual-enroll in the evenings to ensure they have rigor on their academic transcripts. So often our students come from schools where there is a high turnover rate for teachers, and not as many advanced courses offered. They often have toxic stress at home due to financial disadvantage, and absent parents who so often are working two or three jobs. About 70% of our students are English language learners. All of these factors make our students feel demoralized and, as evidenced by data, less likely to pursue their academic goals, because of a lack of support, expert guidance, resources for tutoring and application help, and most importantly, they lack a "college-going culture" where people in their village are encouraging, pushing and holding students accountable to their fullest potential and peers in the classroom are also doing the same. Our students come from schools where often they are the first to attend college in their families, have no one to ask about the college experience and application process and no one in their village who has attended college and works a professional high-paying job. All of these factors create a lot of anxiety and "imposter syndrome" around college and career choices.

**Services:**

The AGENCY will provide the following services:

- Facilitate five college prep sessions, weekly virtual SAT prep, and weekly in-person SAT prep, and math tutoring.
- Facilitate two college tours, and career days at corporate partners in STEM.
- Conduct a public speaking competition with 50 students.
- Internship matching opportunities and stipends will be coordinated including the launch of an IT fundamentals program called Techmasters that will culminate in a community digital literacy service project.

**Outcomes:**

The following outcomes will be tracked:

- 34 of 45 (75%) Youth will demonstrate progress in their college application plan as evidenced by the college plan action tracker.
- 12 of 15 (80%) Youth will complete an internship including the Techmasters IT fundamentals program as evidenced by attendance records.

**Reports Submission:**

The Agency shall provide monthly, quarterly, and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.

- Logic Model, Exhibit A, Form 3
- Annual Report format, Exhibit A, Form 4

**Projected number of Clients Served:**

60 Youth



**EXHIBIT A, FORM 1**

Logic Model

The Path to College Foundation, Inc.

LOGIC MODEL

Family

Agency

Community

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<p><i>Instruction: Need/Problem/Situation</i></p>	<p><i>Instruction: What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe &amp; # of Units</i></p>	<p><i>Instruction: Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions</i></p>	<p><i>Instruction: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients + by # Served)</i></p>	<p><i>Instruction: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome + # Served)</i></p>	<p><i>Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports</i></p>	<p><i>Instruction: Collection Procedure &amp; Personnel Responsible</i></p>	<p><i>Instruction: Time &amp; Frequency of Evaluation/Outcome Measurement</i></p>
<p>Students need more rigorous preparation during high school. Many youth are at-risk and off-track to graduate high school due to lack of parental/adult support, guidance, language barriers, school academic failure, and/or school disciplinary actions.</p>	<p>Facilitate five college prep sessions, weekly virtual SAT prep, weekly in-person SAT prep, and math tutoring. Facilitate two college tours, and career days at corporate partners in STEM. Conduct a public speaking competition with 50 students.</p>	<p>Youth will demonstrate progress in their college application plan as evidenced by the college plan action tracker.</p>	<p>34 of 45 (75%) Youth will demonstrate progress in their college application plan as evidenced by the college plan action tracker.</p>		<p>College Plan Action Tracker.</p>	<p>Program staff will administer and track.</p>	<p>Each session and Engagement</p>
<p>Students need more rigorous preparation during high school. Many youth are at-risk and off-track to graduate high school due to lack of parental/adult support, guidance, language barriers, school academic failure, and/or school disciplinary actions.</p>	<p>Internship matching opportunities and stipends will be coordinated including the launch of an IT fundamentals program called Techmasters that will culminate in a community digital literacy service project.</p>	<p>Youth will complete an internship including the Techmasters IT fundamentals program as evidenced by attendance records.</p>	<p>12 of 15 (80%) Youth will complete an internship including the Techmasters IT fundamentals program as evidenced by attendance records.</p>		<p>Attendance Records</p>	<p>Program staff will administer maintain attendance records.</p>	<p>Each session and Engagement</p>
<p>Mission Statement</p>		<p>To expand minds and ignite potential</p>					

Summer College and Career Program

**EXHIBIT A, FORM 2**

Annual Report Format

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



ANNUAL REPORT COMMUNITY BASED AGENCY  
CONTRACT



Contract Period: 06/01/2024 – 09/30/2024

**Executive Summary**

**Agency Name:** The Path to College Foundation, Inc.

**Program Name:** Summer College and Career Program

**Reporting Period:** 06/01/2024 – 09/30/2024

**Prepared By:** *Click here to enter name and contact information of the person preparing this report.*

**Methods:** *Click here to enter a short statement of the evaluation methodology.*

**Outcomes:** *Click here to enter a short statement about the program's outcomes.*

**Conclusion:** *Click here to enter a short statement that indicates if the program achieved its stated outcomes.*

**Recommendations:** *Click here to enter a short statement that include recommendations to address challenges and improve this program.*

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

**Title of signatory:** *Click or tap here to enter text.*

**Date:** *Click or tap here to enter date.*

## Annual Report

### Introduction:

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

*Click here to enter text.*

### Scope of Work:

*Describe the program's scope of work.*

*Click here to enter text.*

### Services:

The AGENCY will provide the following services:

- Facilitate five college prep sessions, weekly virtual SAT prep, and weekly in-person SAT prep, and math tutoring.
- Facilitate two college tours, and career days at corporate partners in STEM.
- Conduct a public speaking competition with 50 students.
- Internship matching opportunities and stipends will be coordinated including the launch of an IT fundamentals program called Techmasters that will culminate in a community digital literacy service project.

### 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.*

*Click here to enter text.*

Gender	(#)	(%)
Female		
Male		
FTM		
MTF		
Other		
Non-binary		
Not Applicable		
Unknown		

<b>Age</b>	<b>(#)</b>	<b>(%)</b>
0-4		
5-10		
11-13		
14-18		
19-22		
>22		
Unknown		
Not Applicable		
<b>Race</b>	<b>(#)</b>	<b>(%)</b>
Asian/Pacific Islander		
Black or African American		
Hispanic or Latino/a		
Native American or American Indian		
White		
Other		
Multiracial		
Not Applicable		
Unknown		
<b>Family Type</b>	<b>(#)</b>	<b>(%)</b>
Two Parent Household		
Single Parent Female Head of Household		
Single Parent Male Head of Household		
Grandparents		
Other		
Unknown		
Not Applicable		
<b>Household Income</b>	<b>(#)</b>	<b>(%)</b>
\$0.00		
<\$19,999		
\$20-29,999		
\$30-39,999		
\$40-49,999		
\$50-59,999		
>\$60,000		
Unknown		
Not Applicable		

## Methodology:

*Describe your process of data collection and data analysis. Include any statistical techniques and particular calculations you employed, and explain the rationale for your process.*

*Click here to enter text.*

## Outcomes:

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

Target: 34 of 45 (75%) Youth will demonstrate progress in their college application plan as evidenced by the college plan action tracker.

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

Target: 12 of 15 (80%) Youth will complete an internship including the Techmasters IT fundamentals program as evidenced by attendance records.

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

## Charts:

*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**

**UNIT COST OF SERVICE RATE AND DEFINITION**

The Scope of Work to be completed by the AGENCY as defined in Exhibit A, consist 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 Unit Cost of Service Rate and Definition:

<b>Program Name:</b> Summer College and Career Program	<b>Community-Based Agency:</b> The Path to College Foundation, Inc.	
<b>Contract Period:</b> June 1, 2024 - September 30, 2024		
<b>Unit Cost of Service Rate Definition</b>	<b>Unit Cost of Service Rate</b>	<b>Total Cost of Service</b>
A Unit of service is defined as one hour of direct or indirect client services and related work that may include community impact proposals, planning and completion, group sessions, one-on-one mentorship, internships, stipends, workshops, math tutoring, college and SAT prep/guidance, college tours, public speaking competition, Techmasters IT fundamentals, community digital literacy service project, documentation, data entry and reporting.	\$34.67	\$20,500
A unit of service is defined as completion of an internship and community digital literacy service project.	\$300 stipend per student	\$4,500
<p align="right"><b>TOTAL CONTRACT</b></p>		\$25,000
<b>Deliverables Description:</b> If Unit Cost is based on Hours of Service <ul style="list-style-type: none"> <li>• Proof of Service (example include attendance records, sign in sheets, schedule, stipend tracking log)</li> <li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li> </ul>		



## COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of \_\_\_\_\_ 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 Digital Vibez, Inc. a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 46-5032425.

**WHEREAS**, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

**WHEREAS**, the AGENCY has agreed to assure access to funded services for the COUNTY departments, divisions and/or programs; and to assure that individuals referred from the COUNTY departments, divisions and/or programs will receive services on a timely basis.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 12. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

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 AGENCY'S representative/liaison during the performance of this Contract shall be Wilford Romelus, Chief Executive Officer, (telephone no. 561-847-4521).

### **ARTICLE 2 - SCHEDULE**

- A. The AGENCY shall commence services on June 3, 2024, and complete all services by September 30, 2024.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

**ARTICLE 3 - PAYMENTS TO THE AGENCY**

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of ONE HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS (\$171,428). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Unit Cost of Service Rate and Definition) for services rendered toward the completion of the attached 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. The program and unit cost of service rate definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on the AGENCY'S letterhead signed by the Chief Executive Officer, or Designee, which cover memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.
- “The AGENCY certifies all expenses included in this claim [ ] were [ ] were not [check one] incurred in accordance with the units and unit cost provisions of the Agreement/Contract” [If you checked “were not”, please provide justification].”
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5<sup>th</sup> of each fiscal year. Any amounts not requested by October 15, 2024, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, no later than the 15<sup>th</sup> of each month, separately for each corresponding program, as well as being shown as a separate expense for any evidence-based/promising programming expenditure, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- E. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

- F. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute the AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.
- G. In order to do business with Palm Beach County, the AGENCY 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 AGENCY intends to use sub-consultants, the AGENCY 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 AGENCY and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

The said rates and costs shall be adjusted to exclude any significant sums should the 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 within three (3) years following final payment.

#### **ARTICLE 6 - INSURANCE**

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as AGENCY'S review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under the Contract. The AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: The AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Sexual Abuse and Molestation: The AGENCY 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. Business Automobile Liability: The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident for all owned, non-owned and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. Workers' Compensation Insurance & Employer's Liability: The AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Waiver of Subrogation: Except where prohibited by law, the AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the AGENCY enter into such an agreement on a pre-loss basis.
- F. 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 AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

- G. 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 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS**

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

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

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. The AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their Contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. The AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 10 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

**ARTICLE 11 - REMEDIES**

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

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

**ARTICLE 12 – AGENCY’S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY shall maintain separate financial records for Community Based Agency (CBA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual action areas, by administration and program costs. CBA’s cost allocations are to be completed and posted by action area, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT may be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual action area and be available as in the detailed general ledger. These costs must support the unit cost of service rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute, during the Contract period or thereafter.
- E. The AGENCY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached **Exhibit A**, and the attached **Exhibit B** are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other

funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

F. Reporting requirements.

1. The AGENCY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
2. Reports shall be provided at the following intervals and in the report formats identified in **Exhibit A**, by entering program specific data into the CBA Portal:
  - i. The Annual report is due no later than October 15, 2024, and shall include the applicable data for the preceding year.
  - ii. The AGENCY agrees to submit final outcomes by the stated time-frame in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
  - iii. Logic Model reports shall be due no later than October 15, 2024, and shall include annual actual outcome results data for the preceding year in column 5. These results shall be as evidenced by the outcomes measurement tools specified in column 6 of the Logic Model.
  - iv. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

The AGENCY shall have a representative attend mandatory meetings as may be set by the COUNTY.

H. Birth to 22 and Community Outreach Events

The AGENCY is strongly encouraged to actively participate in Birth to 22 Action Teams and Birth to 22 and DEPARTMENT Community Outreach Events.

- I. The AGENCY shall participate in further evaluation, conducted by the DEPARTMENT, or on behalf of the DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, the AGENCY shall:
  1. Collect individual participant pre and post-implementation data, if applicable.
  2. Submit enrollment, attendance, and any necessary data and reports to the DEPARTMENT program monitor and/or evaluator, or to other data collector



- working on behalf of the DEPARTMENT.
3. Administer client satisfaction surveys provided by the COUNTY.

### **ARTICLE 13 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 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 AGENCY'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 AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two (2) bound originals of the audit are due thirty (30) days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department  
Attn: Ike Powell, Director of Outreach & Community Programming  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

#### **ARTICLE 15 – DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.

- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

#### **ARTICLE 16 - AMERICANS WITH DISABILITIES ACT (ADA)**

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 18 - CONTINGENT FEES**

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

**ARTICLE 19 - 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.

Notwithstanding anything contained herein, the AGENCY shall be required to submit each subcontractor's information to the COUNTY, and the COUNTY will provide written acceptance/non-approval to the AGENCY.

**ARTICLE 20 - 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 AGENCY 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

**ARTICLE 21 - EXCUSABLE DELAYS**

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

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

**ARTICLE 22 - ARREARS**

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

**ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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

#### **ARTICLE 24 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by the COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

**ARTICLE 25 - 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 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

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

**ARTICLE 27 - 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 AGENCY, notices shall be addressed to:

Digital Vibe, Inc.  
Attn: Wilford Romelus  
2635 Old Okeechobee Road  
West Palm Beach, FL 33409

**ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

**ARTICLE 29 - FEDERAL AND STATE TAX**

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

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

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

**ARTICLE 31 - PUBLIC RECORDS**

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

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



AGENCY must be provided to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. The 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. The AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 32 - SCRUTINIZED COMPANIES**

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

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

**ARTICLE 33 - 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.

**ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

The AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the AGENCY’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 AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

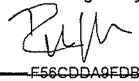
The COUNTY shall terminate this Contract if it has a good faith belief that the AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If the COUNTY has a good faith belief that the AGENCY’S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may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

{Remainder of page left blank intentionally}

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

**AGENCY:**

Digital VibeZ, Inc.  
Company Name

DocuSigned by:  
  
F56CDDA9FDBA489...  
Signature

Wilford Romelus  
Typed Name

Chief Executive Officer  
Title

**ATTEST:**

**COUNTY:**


**JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
  
By: \_\_\_\_\_  
Youth Services Department

**EXHIBIT A****SCOPE OF WORK**

<b>Contract Period:</b>	June 3, 2024 – September 30, 2024
<b>Agency Name:</b>	Digital VibeZ, Inc.
<b>Program Name:</b>	Wellness Workshops and KidsFit Jamathon®
<b>Target Population:</b>	600 youth ages 5 to 17 who reside in low-income communities
<b>Geographic area(s) served:</b>	Digital VibeZ is mobile and serves all of Palm Beach County.
<b>Commission District(s):</b>	Countywide

**Overview:**

Wellness Workshops and our KidsFit Jamathon® are designed to combat childhood obesity by fostering an exciting love of health and wellness by educating youth at an early age in different ways to incorporate physical activity, healthy behaviors, and good nutrition into their everyday lives. These workshops not only inspire, captivate, and get youth to actively participate in cool dance fitness routines, but it also gives youth a safe environment to express themselves creatively in a fun way. Our Wellness Workshops program is expanding with numerous Sites requesting our program and to attend our KidsFit Jamathon®. To fulfill as many requests as we can, we collaborate with other agencies to provide invaluable resources and information to youth who participate. Through our Wellness Workshops collaboration, we will provide fitness activities and nutritional education.

According to CredibleMind, creative expression usually engages your physical body in some way, opening the potential for deeper body-mind connection, something that Digital VibeZ loves to get youth involved in. Our KidsFit Jamathon® is an annual summer wellness & fitness event which focuses on providing youth throughout Palm Beach County with an innovative, interactive, concert-like experience motivating and encouraging youth to dance, stay fit, and live healthier lives. To ensure youth are motivated and encouraged to participate, we provide energetic music, a Kids Zone area at our KidsFit Jamathon®, full of games, obstacle courses, bounce houses, music, fitness activities, healthy snacks, live performances, specialized lighting, and we also hold raffles where youth can win prizes and trophies for participating! This conglomeration of activities motivates youth to adopt healthier behaviors to help combat childhood obesity while doing something they love. With over 5,000 youth in attendance last year, it is the largest youth fitness concert around!

Overall, our Wellness Workshops program and KidsFit Jamathon® event is designed to work hand-in-hand ensuring youth create and maintain a pattern of increasing their physical activity.

According to the CDC (Centers for Disease Control and Prevention and The Physical Activity Guidelines for Americans, 2nd edition, issued by the US Department of Health and Human Services), “It’s recommended that children and adolescents ages 6 through 17 years do 60 minutes (1 hour) or more of moderate-to-vigorous physical activity daily. Regular physical activity in children and adolescents promotes health and fitness. Compared to those who are inactive, physically active youth have higher levels of fitness, lower body fat, and stronger bones and muscles. Physical activity also has brain health benefits for school-aged children, including improved cognition (e.g., academic performance, memory)

and reduced symptoms of depression. Regular physical activity in childhood and adolescence can also be important for promoting lifelong health and well-being and preventing risk factors for various health conditions like heart disease, obesity, and type 2 diabetes.”

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

- Our Wellness Workshops program is modeled after the innovative study, Dance for Health in 1994. African American and Hispanic adolescents were enrolled in an enjoyable aerobic dance program to increase physical activity and decrease body mass index (BMI). Students also received education about general health education. Forty-three (43) youth participated in the dance classes while 38 were assigned to general physical activity in the playground. Youth who participated in the dance class had a lower BMI compared to those who simply played in the playground.
- The goal of the Wellness Workshops is to increase physical activity, provide nutritional education, and to do so in a fun, creative, and engaging manner. Countless studies have shown that recreational dance interventions increase youth’s physical activity. A systematic review of fourteen studies conducted by Burkhardt and Brennan (2012) also found that recreational dance activities involving 5 to 21-year-olds “improve cardiovascular fitness and bone health of

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

According to the Center for Disease Control and Prevention, Childhood obesity is a serious problem in the United States, putting children and adolescents at risk for poor health.

For children and adolescents aged 2-19 years in 2017-2021:

- The prevalence of obesity was 19.7% and affected about 14.7 million children and adolescents.
- Obesity prevalence was 12.7% among 2- to 5-year-olds, 20.7% among 6- to 11-year-olds, and 22.2% among 12- to 19-year-olds. Childhood obesity is also more common among certain populations.
- Obesity prevalence was 26.2% among Hispanic children, 24.8% among non-Hispanic Black children, 16.6% among non-Hispanic White children, and 9.0% among non- Hispanic Asian children.

Obesity-related conditions include high blood pressure, high cholesterol, type 2 diabetes, breathing problems such as asthma and sleep apnea, and joint problems. Childhood obesity has more than doubled in children and quadrupled in adolescents in the past 30 years. These numbers disproportionately affect children in low-income communities due to lack of education and available resources. Low socioeconomic school-aged children have a higher risk of obesity (Vieweg, Southern Medical Journal).

In Palm Beach County alone, the Youth Risk Behavior Survey of 2017 shows that 23.1% of students are overweight or obese. As obesity rates increase, so does the rate of type 2 diabetes along with other conditions. African Americans (12.8%) and Hispanics (13.2%) are twice as likely to be diagnosed with diabetes as non-Hispanic whites.

Our mission is to provide our Wellness Workshops to all youth, with a particular focus on minority youth who are disproportionately affected by obesity and/or diabetes. The target population is more prone to obesity, diabetes, and several other risk factors such as anxiety, depression, and cardiovascular disease. To fight these conditions and risk factors, youth must become more physically active and understand the value and importance of nutrition.

**Services:**

- Facilitate Wellness Workshops, comprised of (30) cohort series of eight (8) one-hour sessions each with the eighth session being the KidsFit Jamathon®. A total of 240 sessions (30 cohorts of 8 sessions) each delivered by trained instructors to out-of- school programs and summer camps in high-need communities throughout Palm Beach County;
- Monitor youth knowledge and understanding of nutrition and wellness by using pre-post tests.
- Monitor youth participation and physical activity by using attendance records.

**Outcomes:**

The following outcomes will be tracked:

- 480 of 600 (80%) of youth participants will maintain or demonstrate increased knowledge and understanding of nutrition and wellness as evidenced by pre-post tests.
- 480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by attending at least 4 out of 8 sessions as evidenced by attendance records.
- 480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by participating in the annual KidsFit Jamathon® for at least 60 minutes as evidenced by attendance records.

**Reports Submission:**

The Agency shall provide monthly, quarterly and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.

- Logic Model, Exhibit A, Form 1
- Annual Report format, Exhibit A, Form 2

**Projected number of Clients Served:**

600 Youth

**EXHIBIT A, FORM 1**

Logic Model

**Wellness Workshops and KidsFit Jamathon®**

**LOGIC MODEL**

Family

Agency

Community

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<i>Instruction: Need/ Problem/ Situation</i>	<i>Instruction: What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe &amp; # of Units</i>	<i>Instruction: Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions</i>	<i>Instruction: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ # Served)</i>	<i>Instruction: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)</i>	<i>Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports</i>	<i>Instruction: Collection Procedure &amp; Personnel Responsible</i>	<i>Instruction: Time &amp; Frequency of Evaluation/Outcome Measurement</i>
Children lack engaging fitness and nutrition activities/programming in high need communities, putting them at risk for developing negative health behaviors, legal offenses, and poor academic performance.	Deliver Wellness Workshops, a series of eight one-hour sessions with the eighth session being the Kidsfit Jamathon..	Participants will maintain or demonstrate an increase knowledge and understanding of nutrition and wellness.	480 of 600 (80%) of youth participants will maintain or demonstrate increased knowledge and understanding of nutrition and wellness as evidenced by pre-post tests		Pre & Post Tests	Site Director will administer Pre-Post Tests.	Pre-Post Tests at program registration and again at program close.
Minority youth are disproportionately affected by diabetes, cardiovascular disease, depression, and other health risks.	Monitor youth knowledge and understanding of nutrition and wellness by using pre-post tests.	Participants will demonstrate an increase in physical activity.	480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by attending at least 4 out of 8 sessions as evidenced by attendance records.		Attendance Records	Site Director will maintain attendance records.	Attendance records for each session
Minority youth are disproportionately affected by diabetes, cardiovascular disease, depression, and other health risks.	Monitor youth participation and physical activity by using attendance records.	Participants will demonstrate an increase in physical activity.	480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by participating in the annual KidsFit Jamathon® for at least 60 minutes as evidenced by attendance records.		Attendance Records	Site Director will maintain attendance records.	Attendance records for each session
<b>Mission Statement</b>		Our mission is to empower youth in diverse communities through dance fitness, technology, and the arts.					



**EXHIBIT A, FORM 2**

Annual Report Format

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

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# ANNUAL REPORT COMMUNITY BASED



## AGENCY CONTRACT

**Contract Period: June 3, 2024 – September 30, 2024**

### Executive Summary

<b>Agency Name:</b>	Digital Vibez, Inc.
<b>Program Name:</b>	Wellness Workshops and KidsFit Jamathon®
<b>Reporting Period:</b>	06/03/2024 – 09/30/2024
<b>Prepared By:</b>	<i>Click here to enter name and contact information of the person preparing this report.</i>
<b>Methods:</b>	<i>Click here to enter a short statement of the evaluation methodology.</i>
<b>Outcomes:</b>	<i>Click here to enter a short statement about the program's outcomes.</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 include recommendations to address challenges and improve this program.</i>
<b>Report approved and submitted by:</b>	<i>Click or tap here to enter text.</i>
<b>Title of signatory:</b>	<i>Click or tap here to enter text.</i>
<b>Date:</b>	<i>Click or tap here to enter date.</i>

## Annual Report

### Introduction:

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

*Click here to enter text.*

### Scope of Work:

*Describe the program's scope of work.*

*Click here to enter text.*

### Services:

- **Facilitate Wellness Workshops, comprised of (30) cohort series of eight (8) one-hour sessions each with the eighth session being the KidsFit Jamathon®. A total of 240 sessions (30 cohorts of 8 sessions) each delivered by trained instructors to out-of- school programs and summer camps in high-need communities throughout Palm Beach County;**
- **Monitor youth knowledge and understanding of nutrition and wellness by using pre-post tests.**
- **Monitor youth participation and physical activity by using attendance records.**

### 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.*

*Click here to enter text.*

<b>Gender</b>	(#)	(%)
Female		
Male		
FTM		
MTF		
Other		
Non-binary		
Not Applicable		
Unknown		
<b>Age</b>	(#)	(%)
0-4		
5-10		
11-13		

14-18		
19-22		
>22		
Unknown		
Not Applicable		
<b>Race</b>	<b>(#)</b>	<b>(%)</b>
Asian/Pacific Islander		
Black or African American		
Hispanic or Latino/a		
Native American or American Indian		
White		
Other		
Multiracial		
Not Applicable		
Unknown		
<b>Family Type</b>	<b>(#)</b>	<b>(%)</b>
Two Parent Household		
Single Parent Female Head of Household		
Single Parent Male Head of Household		
Grandparents		
Other		
Unknown		
Not Applicable		
<b>Household Income</b>	<b>(#)</b>	<b>(%)</b>
\$0.00		
<\$19,999		
\$20-29,999		
\$30-39,999		
\$40-49,999		
\$50-59,999		
>\$60,000		
Unknown		
Not Applicable		

### **Methodology:**

*Describe your process of data collection and data analysis. Include any statistical techniques and particular calculations you employed, and explain the rationale for your process.*

*Click here to enter text.*

### **Outcomes:**

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

Target: 480 of 600 (80%) of youth participants will maintain or demonstrate increased knowledge and understanding of nutrition and wellness as evidenced by pre-post tests.

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

Target: 480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by attending at least 4 out of 8 sessions as evidenced by attendance records.

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

Target: 480 of 600 (80%) of youth participants will maintain or demonstrate increased physical activity by participating in the annual KidsFit Jamathon® for at least 60 minutes as evidenced by attendance records.

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

### **Charts:**

*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****UNIT COST OF SERVICE RATE AND DEFINITION**

The Scope of Work to be completed by the AGENCY as defined in Exhibit A, consist 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 Unit Cost of Service Rate and Definition:

<b>Program Name:</b> Wellness Workshops and KidsFit Jamathon® Event	<b>Community Based Agency:</b> Digital VibeZ, Inc.		
<b>Contract Period:</b> June 3, 2024 - September 30, 2024			
<b>Unit Cost of Service Rate Definition</b>	<b>Unit</b>	<b>Unit Cost of Service Rate</b>	<b>Total Cost of Service</b>
<i>Wellness Workshops:</i> A unit of service is defined as one (1) one-hour session of Wellness Workshops, including the KidsFit Jamathon®	240	\$714.28	\$171,428
<b>TOTAL CONTRACT</b>			<b>\$171,428</b>
<b>Deliverables Description:</b>			
<i>Wellness Workshops:</i>			
<ul style="list-style-type: none"> <li>• Proof of Service (include list of session dates, locations, groups, and attendance records)</li> <li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li> </ul>			
<i>KidsFit Jamathon® Event:</i>			
<ul style="list-style-type: none"> <li>• Proof of Service (include list of session dates, locations, groups, and attendance records)</li> <li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li> </ul>			

2024-

BGEX 154 0523240000000001437

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/23/2024	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-8201 Contributions-Non-Govts Agncs	302,747	295,176	0	25,000	270,176	0	270,176
0001-154-2533-8201 Contributions-Non-Govts Agncs	0	0	25,000	0	25,000	0	25,000
TOTALS			25,000	25,000			

YOUTH SERVICES DEPARTMENT  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  
  
\_\_\_\_\_

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 06/11/2024  
\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

2024-

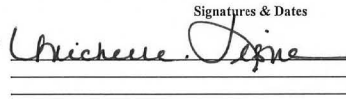
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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/23/2024	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-8201 Contributions-Non-Govts Agnces	302,747	295,176	0	29,428	265,748	0	265,748
0001-154-2065-8201 Contributions-Non-Govts Agnces	49,000	49,000	0	49,000	0	0	0
0001-154-2087-8201 Contributions-Non-Govts Agnces	93,000	93,000	0	93,000	0	0	0
0001-154-1501-8201 Contributions-Non-Govts Agnces	0	0	171,428	0	171,428	0	171,428
<b>TOTALS</b>			171,428	171,428			

YOUTH SERVICES DEPARTMENT  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  


BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 06/11/2024  
Deputy Clerk to the  
Board of County Commissioners