

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** November 19, 2024  **Consent**  **Regular**  
 **Workshop**  **Public Hearing**

**Department:** County Administration  
**Submitted By:** County Administration  
**Submitted For:** Office of Community Revitalization

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) **approve** a Contract with Spirit of Giving Network, Inc. in an amount not-to-exceed \$165,000 for professional services to assist with the planning of, and purchase of school supplies and other items needed for the 2025 Back to School PBC! event (Event) for the period beginning January 1, 2025 through September 30, 2025;
- B) **authorize** advance payments to Spirit of Giving Network, Inc. of up to \$82,500 towards the purchase of school supplies and other items; and
- C) **approve** a Budget Transfer of \$50,000 within the Office of Community Revitalization (OCR) Special Projects and Initiatives Fund to fund these costs associated with the Event.

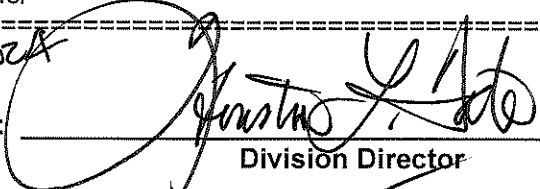
**Summary:** The proposed contract allocates a not-to-exceed amount of \$165,000 to Spirit of Giving Network, Inc. (the Agency) to facilitate the implementation of the Event. This vital initiative aims to support over 11,000 Palm Beach County students from low-income families, spanning from Pre-K through 12th grade, who are enrolled in the public or charter school system. Scheduled for Saturday, July 26, 2025, the event is strategically timed before the commencement of the 2025/2026 school year. Under the contract terms, up to \$82,500 of the County's contribution may be advanced to the Agency to facilitate the procurement of school supplies and other necessary items for the Event. The requested budget transfer of \$50,000 is imperative to be able to meet rising costs and accommodate the growing students' demand since 2022.


This year's event surpassed all expectations. With nearly 12,000 students registered, over 11,000 were served through direct participation at event sites and agency pickups and distribution post event. At this site alone, over more than 6,400 students registered, and attendance exceeded 7,000, with an impressive rate of 420 students served every 15 minutes. However, due to the overwhelming turnout, the OCR regrettably had to turn away over 1,500 students due to a shortage of backpacks. The 14% increase in registration numbers and unexpected attendance at the Convention Center this year, coupled with rising supply costs – up 26.34% since 2022, necessitate the requested additional \$50,000. If prices stabilize and registration numbers remain consistent with this year's numbers, this amount will ensure all registered students are served. Funding for this purpose is readily accessible within the OCR Special Projects and Initiatives Fund. **Countywide (RS)**

**Background and Policy Issues:** The Event is an annual initiative led by the OCR, in collaboration with County departments, the Agency, the Children Services Council of Palm Beach County, and a dedicated coalition of community-based organizations and volunteers. This transformative initiative has grown remarkably, providing essential support to over 10,000 students annually. With multiple event locations, including Village Academy in South County, the Convention Center in Central County, the Edna Runner Tutorial Center in North County, and the Palm Beach State College - Belle Glade Campus. The Event goes beyond being just a simple distribution of school supplies. It has transformed into a holistic support system, offering services such as haircuts, school uniforms, sneakers, socks, blood tests, biometric health screenings, vision, dental, and hearing examinations, and more, depending on the site and resource availability. Participation in the event requires students to reside in one of the 85 neighborhoods served by the OCR, in any mobile home park located in unincorporated Palm Beach County, or be referred by one of our collaborating agencies. Additionally, they must be pre-registered by May 2, 2025. (Continued on Page 3).

**Attachments:**

- 1. Contract
- 2. 2023 Back to School PBC! Closeout Report
- 3. Budget Transfer

Recommended by:  10/15/2024  
Division Director Date

Approved By:  10/31/24  
Deputy County Administrator Date



**Background and Policy Issues: Continued from Page 1**

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

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

This year, the event's total costs reached \$449,010.38, significantly exceeding the County's allocation of \$186,000. Additional funding was secured from OCR's major partners, including the Agency, the Children Services Council, and the remaining funds came from our many other collaborative partners. The PBSO and other County Departments also contributed to all event sites, with distinct entities contributing to the Palm Beach State College event in Belle Glade.

Historically, based on actual event attendance, the annual order for backpacks and supplies was 65-75% of registered students. However, with the program expansion in the last three years to serve more than 10,000 students, there was a need to reconsideration the number of backpacks and supplies ordered. As a result, this year, we ordered 100% of the needed supplies for all sites except the Convention Center, where we decided to order only for 65% of the students registration due to preliminary vendor quotes, budget constraints, and surplus backpacks from last year.

The OCR had 1,800 leftover backpacks from the previous year, which were instrumental in mitigating some of the shortages. Out of these, 600 were allocated to Edna Runner and PBSO, and 1,200 were taken to the Convention Center. Despite these efforts, the unexpected high turnout at this site far exceeded our available resources and led to over 1,500 students being turned away. Many attendees arrived without pre-registration, including those with non-registered siblings, further straining our capacity. The overwhelming influx forced us to halt digital scanning at one point, preventing accurate tracking of attendance. The garage was packed on each level from the entrance door to the parking area.

The costs of backpacks and supplies have risen by 26.34% since 2022. When adjusted for increased number of registrations, this equates to a staggering 45.73% increase in expenses, requiring an additional \$50,000 to meet the needs of all registered students. Staff therefore recommends the allocation of these funds to adequately serve all registered students and to meet the rising costs associated with the event.

**CONTRACT FOR PROFESSIONAL SERVICES RELATED TO  
BACK TO SCHOOL PBC!**

This Contract is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY" and Spirit of Giving Network, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as such or as "AGENCY" and whose Federal Tax I.D. # is 65-0765570, collectively "the parties".

**WITNESSETH:**

**WHEREAS**, the Office of Community Revitalization (OCR) implements the annual Back to School PBC! Event, hereinafter referred to as the "Event," which serves annually approximately 10,000 students of low or no income families at 4 locations throughout Palm Beach County; and

**WHEREAS**, the OCR partners every year with the Spirit of Giving Network, Inc. (SOGN) and the Event's collaborative comprised of County agencies and over 80 nonprofit agencies in the implementation of this event scheduled for July 26, 2025, to provide backpacks, school supplies, books, socks, hygiene kits, a health fair, food, games, entertainment, and a myriad of resources; and

**WHEREAS**, the partnership aims to reach low or no income families from throughout the community who are in need of school supplies and resources for their children, welcoming youth from Kindergarten to 12<sup>th</sup> grade to have a day of fun and education, and empower them to begin the school year with confidence; and

**WHEREAS**, SOGN is a collaborative, nonprofit organization with a focus on children and families in Palm Beach County; and

**WHEREAS**, OCR's partnership with SOGN has been successful in the planning and implementation of the Event, and has brought new sponsors, additional funding and resources to the Event, an increase in the number of students served, and over 1200 volunteers; and

**WHEREAS**, the implementation of the Back to School PBC! Event serves a public purpose because it helps achieve Palm Beach County's vision to bring communities together through advocacy of important educational and life issues and impacts education through collaborative efforts contributing to a brighter future for our youth in an effort to build tomorrow's leaders; and

**WHEREAS**, the parties desire to enter into this Contract and partner once again to implement the Back to School PBC! Event in 2025.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

**ARTICLE 1 – RECITALS INCORPORATED**

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

## **ARTICLE 2 – SERVICES**

The AGENCY'S responsibility under this Contract is to provide professional services in the acquisition of school supplies and resources for the Back to School Event, and to provide general support to the COUNTY in the implementation of the Back to School Event, as more specifically set forth in the Scope of Work in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Ruth Moguillansky, OCR Principal Planner, (telephone no. 561.233.5376).

The AGENCY'S representative/liaison during the performance of this Contract shall be Lindy Harvey, Executive Director, Spirit of Giving Network (telephone no. 561.385.0144).

## **ARTICLE 3 – SCHEDULE**

The AGENCY shall commence services on November 30, 2024, and complete all services by September 30, 2025.

## **ARTICLE 4 – PAYMENTS TO AGENCY**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000). The AGENCY may request up to EIGHTY TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$82,500) as an advance payment to purchase school supplies and other items required for the Event's implementation. The AGENCY shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 20<sup>th</sup>. Any amounts not requested by September 20<sup>th</sup> shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

- E. In order to do business with Palm Beach County, AGENCIES are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY is registered in VSS.

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

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

The said rates and costs shall be adjusted to exclude any significant sums should the AGENCY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The AGENCY shall exercise its rights under this Article 5 within three (3) years following final payment.

#### **ARTICLE 6 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 7 - PERSONNEL**

The AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the AGENCY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

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

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 9 – FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - INSURANCE**

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

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

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



- B. Workers' Compensation Insurance & Employer's Liability: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. Waiver of Subrogation: Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Office of Community Revitalization  
Houston L. Tate, Division Director V  
2300 North Jog Road  
West Palm Beach, Florida 33411

Using the address as indicated in the "Notices" article or another address on agreement of the parties.



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

#### **ARTICLE 11 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY.

This article shall survive termination or expiration of this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 13 - REMEDIES**

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

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

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

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance

would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY.

The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

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

#### **ARTICLE 16 - ARREARS**

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

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 19 - CONTINGENT FEES**

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

#### **ARTICLE 20 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

## **ARTICLE 21 - NONDISCRIMINATION**

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

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

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 23 - SEVERABILITY**

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

## **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - MODIFICATIONS OF WORK**

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

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

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

**ARTICLE 26 - NOTICE**

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

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

With copy to:

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

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

Joe Mir, President  
Spirit of Giving Network, Inc.  
1515 N Federal Hwy Suite 206  
Boca Raton, FL 33432-1402

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

## **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

## **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

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

## **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
  
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

### **ARTICLE 31 - PUBLIC RECORDS**

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

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

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**



**PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 32 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

- A. AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- B. AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.
- C. COUNTY shall terminate this CONTRACT if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

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

**ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT**

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

*(Remainder of Page Intentionally Left Blank)*

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

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk of the  
Circuit Court & Comptroller**

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

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

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

**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature

**SPIRIT OF GIVING**

**(Spirit of Giving Network, Inc)**


By: Joe Mir, President (printed name)

Linda Harvey  
Witness Name (please print)

  
\_\_\_\_\_  
Joe Mir, President (Signature)

**APPROVED AS TO TERMS**

**AND CONDITIONS**

By   
Houston Tate, Division Director V  
Office of Community Revitalization

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Overview: Back to School PBC! (Back to School Event) is an annual event undertaken to provide school supplies, backpacks, a health fair and access to community resources to students in need from Kindergarten through 12th grade at different locations throughout Palm Beach County. The event has been tentatively scheduled for Saturday, July 26, 2025.

The Back to School Event is planned, funded, and implemented by the Palm Beach County Office of Community Revitalization (OCR) in partnership with other County Departments, the Spirit of Giving Network, Inc., (hereinafter referred to as such or as AGENCY), The Children Services Council of Palm Beach County, and other community based organizations, (collectively referred to as the “Back to School PBC! collaborative”), to provide students with the tools they need to start the school year with confidence and succeed academically.

The Back to School Event provides participated students with backpacks and grade-appropriate school supplies. In addition, depending on resource availability at each location, the Back to School Event offers free haircuts, undergarments, school uniforms, sneakers, socks, blood tests and vaccines, biometric health screenings, vision and dental screenings, hearing testing, mammograms, and other health related resources. Students and families have access to more than 80 local resource agencies, which are on hand with information, and one-on-one help. There are also activities that promote awareness to health and fitness, craft stations for younger kids, bounce houses, music, clowns, mascots, a free meal for all participating students, and much more. Different foundations and organizations donate items to make this event even more joyous for students.

A planning committee, spearheaded by OCR staff, will be formed to oversee the planning and implementation of the event. Planning efforts for the 2025 event will start on December 1, 2024, and will continue to the day of the actual event.

In order to participate in the Back to School Event, students must: 1) reside in one of the 85 designated Countywide Community Revitalization Team (CCRT) communities or any mobile home park located in unincorporated Palm Beach County; and 2) be enrolled in Kindergarten to 12th grade in the Palm Beach County public school system or a charter school in Palm Beach County for the 2025/2026 school year. Palm Beach County students who are enrolled in the listed schools but who reside outside of the eligible CCRT communities or mobile home parks in unincorporated Palm Beach County can be referred to the Back to School Event by a referral agency that will pay the AGENCY \$7.50 per student referred. All students must be registered prior to May 2, 2025, and be given a personalized invitation to attend the Back to School Event. The collaborative includes the following agencies/organizations:

1. Palm Beach County Office of Community Revitalization;
2. Palm Beach County Sheriff’s Office;
3. Palm Beach County Youth Services Department;
4. The Spirit of Giving Network, Inc. and its agencies;
5. The Children Services Council of Palm Beach County and its agencies; and
6. Any other agency that is approved by the AGENCY and COUNTY that is willing to sign an agreement with AGENCY as well as contribute funding to the overall event.

**Services:**

AGENCY will:

- a. Provide professional services for the Back to School Event. The AGENCY will be responsible for receiving and administering contributions for the event and overseeing as well as managing the procurement, purchase and delivery of all school supplies for the event. Consideration should be given to price, quality, availability, and delivery capacity of said supplies. The AGENCY will also be responsible providing general support to the COUNTY in the planning and implementation of the Back to School Event.
- b. Allocate a minimum of \$25,000 to supplement COUNTY's funding for the procurement of school supplies and/or pay for other items needed for the implementation of the Back to School Event at any of the event sites as agreed with the COUNTY.
- c. Set aside \$5,000 worth of school supplies and coordinate with vendors and COUNTY for the delivery of said supplies to 1937 N Military Trail, Suite Q, West Palm Beach, FL 33417, by no later than the day prior to the actual Back to School Event.
- d. Seek volunteers, and coordinate the setup for the Back to School Event at the Village Academy site, as well as the implementation of the actual event and post event activities for that site.
- e. Continue to cover expenses associated with the implementation of the event at the Village Academy site and assist with securing items and resources that may be needed for the event at all locations, including the purchase of items other than school supplies which are not purchased by COUNTY.
- f. Provide COUNTY with copies of all Requests for Quotes or Bids when they are issued, and responses, as well as any documentation received from vendors.
- g. Provide for a Staff person to serve as the liaison with COUNTY to coordinate the planning and implementation of the Back to School Event, as well as serve as the point of contact and lead person for the procurement of school supplies, backpacks, and other items needed for the Back to School Event. This person, with the assistance of the COUNTY, will be responsible for communicating with vendor(s), submitting requests for quotes and final orders based on needs by site, reviewing and approving all quotes, coordinating delivery of supplies/items, making payments to vendor(s), handling returns, and performing other related functions as needed.
- h. Register, by May 2, 2025 all students referred for participation in the event.
- i. Cooperate with COUNTY in determining the maximum number of students that can be registered for participation at the event based on allocated funding, and thus ensure that the AGENCY and COUNTY has sufficient school supplies available to provide to all registered students.
- j. Accept student referrals for registration from organizations provided the organizations are approved by the AGENCY and COUNTY, that they sign an agreement with AGENCY, contribute funding to the overall event, and referred students are registered to participate by May 2, 2025.
- k. Share any resources that can be made available to all event sites.

1. Provide a final close out report no later than 60 days from this Contract's end date which includes: the number of students served at each site and the agencies and/or communities they represent; the final list of participating agencies; the total cost of the Back to School Event along with the funding allocated by all participating agencies via donations, grants and/or in kind contributions; and the accounting for all funds expended as part of this Contract. The complete close out report, shall be sent directly to:

Palm Beach County Office of Community Revitalization  
Ruth Moguillansky, OCR Principal Planner  
2300 North Jog Road  
West Palm Beach, Florida 33411

COUNTY agrees:

- a) To lead the planning and implementation of the Back to School Event.
- b) To designate an OCR staff liaison to represent the COUNTY to coordinate with AGENCY staff for the planning and implementation of the Back to School Event.
- c) To designate an OCR point of contact to assist AGENCY with the procurement process. This person will be also responsible for identifying order needs by site, and delivery restrictions for each site.
- d) To coordinate the implementation of a user-friendly registration website to be used for registering students for participation in the Back to School Event.
- e) To provide AGENCY, by January 13, 2025 all the documentation needed to register students to participate in the Back to School Event. This will include a link to the registration website, instructions to register, and other pertinent information.
- f) That all agencies that desire to register under OCR and/or Palm Beach County must receive approval by the AGENCY and the COUNTY, and students must register no later than May 2, 2025, to participate in the Back to School Event.
- g) That students registered for participation must meet one of the following eligibility requirements: reside in one of the designated County Community Revitalization Team (CCRT) areas or in any mobile home park located in unincorporated Palm Beach County.
- h) To provide AGENCY, by May 2, 2025 a table containing registered students.
- i) To assist AGENCY in the preparation of an excel spreadsheet with a detailed list of school supplies and quantities needed for each site, so that AGENCY can submit a final order to vendor(s). Supplies shall be listed by type, grade, and gender.
- j) To seek volunteers and coordinate the setup for the Back to School Event, the actual event, and post Back to School Event activities for the Convention Center site.
- k) To assist Palm Beach State College with the planning and implementation of the Back to School Event at the Belle Glade campus site.
- l) To assist with the planning and implementation of the Back to School Event at remaining sites in both North and South County.



- m) To work with an approved vendor to maintain a portal for student registration and check-in process at all sites, and allow for follow-up report for all sites.
- n) To work with County Graphics to develop all graphics needed for the event for all locations and to create students' invitations.
- o) To work with Palm Beach County Sheriff's Office to assist with registration of students residing in mobile home parks within unincorporated Palm Beach County and to secure police coverage at all event locations.
- p) To mail out invitations to participating students in coordination with the AGENCY, no later than July 1, 2025.
- q) To secure resources for the Back to School Event at the Convention Center, Belle Glade campus and other sites, including, but not limited to: food and refreshments, health care services, hair stylists and barbers, entertainment (bounce houses, clowns, dancers, DJ's etc.), and other community resources or services.
- r) Share any resources that can be made available to the South County site.

**AGENCY AND COUNTY AGREE:**

- a. That participants who have been registered and have been given a personalized invitation will be the only students permitted into the Back to School Event unless approved by AGENCY and COUNTY prior to completion of the Back to School Event final register. Students not listed on the Back to School Event final register will not be permitted into the event, but may be given information regarding other available resources.
- b. That any organization or community groups that serve students from CCRT communities and mobile home parks located in unincorporated Palm Beach County can participate in the Back to School Event as an OCR and/or Palm Beach County Agency, if they have approval from the AGENCY and COUNTY before May 2, 2025. Referred students must reside in the above referenced CCRT communities and/or mobile home parks.
- c. To coordinate with each other on all media and news releases, preparation of Back to School Event logos, and other marketing materials.
- d. To market and publicize the event as Back to School PBC! and include AGENCY, COUNTY, Office of Community Revitalization (OCR), the Children Services Council (CSC), and the Palm Beach County Sheriff's Office (PBSO) names and logos on all websites, social media postings, mailings, print advertising, invitations, brochures, and other marketing materials.
- e. To recognize AGENCY, COUNTY, Office of Community Revitalization (OCR), the Children Services Council (CSC), and the Palm Beach County Sheriff's Office (PBSO) as partners on the Back to School Event and all websites, social media, media ads, and during any promotional programming.
- f. To provide each other with an opportunity to speak at pre and/or post-event press conferences.



CONTRACT EXHIBIT B

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Spirit of Gyung  
(AGENCY) and attest that AGENCY does not use coercion for labor or services as defined in section  
787.06, Florida Statutes.

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

[Signature]  
(signature of officer or representative)

JOE MIR, PRESIDENT of Board  
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 7  
day of OCTOBER 2024, by JOE MIR.

Personally known  OR produced identification .

Type of identification produced Driver's License.

Sharel Pizarro  
NOTARY PUBLIC  
My Commission Expires: APRIL 30, 2028  
State of Florida at large



(Notary Seal)



# BACK TO SCHOOL PBC!

Attachment A

## CLOSEOUT REPORT

September 28, 2024





# PROJECT CLOSEOUT REPORT

## Purpose of Document

This document serves as a comprehensive closeout report for the 2024 Back to School PBC! event, and Agreement executed with the Board of County Commissioners on November 21, 2023. The report encompasses six main components:

1. Overview of this year's event
2. Student Registration, Attendance and Total Students Served
3. Participating Agencies
4. Budget and Funding Sources
5. Accounting of Funds Expended for Backpacks and School Supplies
6. Challenges and Recommendations
7. Photo Gallery

This document marks the official conclusion of Back to School PBC! and provides a record for future reference.

## Section 1: Overview of This Year's Event

The 2024 Back to School PBC! event, held on Saturday, August 3rd, was a countywide initiative hosted at multiple sites: the Palm Beach County Convention Center, Village Academy, Palm Beach State College-Belle Glade Campus, and the Edna W. Runner Tutorial Center. The event aimed to equip students with essential grade-appropriate school supplies, backpacks, and community resources, including dental kits, hygiene products, undergarments, health services, haircuts, and more, tailored to each location's available resources.

Under the guidance of a dedicated planning committee led by the Office of Community Revitalization (OCR), over 10,700 backpacks were distributed to children, supported by the efforts of more than 1,200 volunteers. Back to School PBC! is planned, funded, and implemented by the OCR in partnership with the Spirit of Giving Network, OCR's major partner; the Children Services Council of Palm Beach County; the Palm Beach County Sheriff's Office, the United Way of Palm Beach County, and various community organizations. Students accessed the event through agency referrals and a user-friendly portal registration system available in English, Spanish, and Creole.

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

## Section 2: Students Registrations, Attendance, and Total Students Served

This year, the OCR is thrilled to report an unprecedented event that surpassed all expectations. With nearly 12,000 students registered, over 11,000 were successfully served through direct participation at event sites and agency pickups, despite some challenges with check-in procedures.

### **Key Attendance Statistics:**

At the Convention Center alone, over than 6,400 students registered, and attendance exceeded 7,000, with an impressive rate of 420 students served every 15 minutes. However, due to the overwhelming turnout, the OCR regrettably had to turn away over 1,500 students due to a shortage of backpacks.

The remarkable turnout was made possible by strong collaboration with the School District Communications and Engagement Department. Their relentless efforts in crafting and distributing multilingual communications (in English, Spanish, and Creole) ensured broad outreach and engagement, reaching every household in the CCRT areas the OCR serves. With over 70 agencies referring students—doubling the previous year’s numbers—while more than a thousand volunteers and numerous vendors contributed to the event’s success, this reflects a significant increase in community engagement.

Additionally, 500 backpacks were distributed to agencies to assist students who were not registered in the event’s portal. This distribution included 500 backpacks to PBSO, Delray PD, Delray FD, Digital VibeZ, and Latin Quarter, along with backpacks for 365 students at the Palm Beach School for Autism. Agencies also retained surplus pre-packed backpacks for families unable to attend, with OCR and SOGN coordinating pickups and outreach to those families. A few remaining backpacks have been earmarked to assist students in need during the year. For detailed student and agency information, please refer to Exhibit A (*2024 Back To School PBC! Student Registration, Attendance, and Total Served by Site and Agency*).

<u>Site</u>	<u>Total Registered</u>	<u>Total Served</u>
Edna W. Runner Tutorial Center	338	338
Palm Beach County Convention Center	6,414	5,371
Palm Beach State College	1,360	1,360
Village Academy	2,308	2308
Village Academy Agency Pickup	1,143	1,143
<b>Total students registered countywide</b>	<b>11,563</b>	<b>10,520</b>

### Section 3: Participating Agencies

Over 100 agencies participated in this year's Back to School PBC! event, with almost 70 of them actively referring students to the event and others contributing resources in various ways. Notable contributions included health screenings provided by South University, haircuts provided by the Hollywood Institute of Beauty Careers, dental kits donated by Gulfstream and LexisNexis, body washes donated by the Palm Beach County Youth Services Department, rice and sugar from Florida Crystals, fruits and vegetables from Palm Beach Harvest, Inc., and socks from Bombas.

The OCR established new partnerships with Mittleman Eye and Colgate Bright Smiles Bright Features, facilitating hundreds of vision and dental screenings, addressing crucial health needs in our community. Furthermore, a significant in-kind contribution from Tata For Now, a nonprofit led by high school seniors, valued at over \$75,000, provided over 1,100 bras and nearly 14,000 panties to girls in grades 6 through 12. This project was funded by a grant from Victoria’s Secret and Kim Kardashian, underscoring OCR’s commitment to supporting the well-being and dignity of young women in our community. County departments and external agencies also played vital roles in providing necessary event items such as safety vests, port-a-potties, stanchions, easels, and garbage and recycling dumpsters. A detailed summary of participating agencies is available in *Exhibit B (2024 Back To School PBC! List of Participating Agencies)*.

### Section 4: Back to School PBC! Budget

The estimated total cost for this year’s event reached \$449,010.38. Of this amount, the OCR allocated \$186,000, the Children’s Services Council contributed \$25,000, and the Spirit of Giving Network provided \$78,549 without considering in-kind contributions. The remaining funds, totaling \$159,461.38, came from our collaborative partners to support the event.

The budget includes a partial allocation for one full-time position at the Spirit of Giving Network dedicated to contract administration and event planning. However, it does not reflect the significant contributions from the OCR staff, including the OCR Director, the OCR Principal Planner, and one of our Senior Planners, who were instrumental in the event's coordination and execution. Additionally, our committed team of Senior Planners and the Information Management Specialist provided invaluable support, ensuring the success of the event.

Moreover, the budget does not account for the extensive volunteer hours contributed by county employees, members of the Back to School PBC! Collaborative, and over 1,200 volunteers who dedicated more than 12,000 hours over just two days for setup and execution. These individuals were instrumental in making the event not only possible but a resounding success. Additionally, the South University PS Program, the Hollywood Institute of Beauty Careers, and Mittleman Eye Institute collectively contributed around 400 hours to support our mission. Representatives from various agencies also provided an estimated 567 volunteer hours to offer vital resources to participating families and students. These figures do not include the hours invested by our planning committee, which met monthly throughout the year, nor the contributions from departments such as Engineering and Public Works, Fire Rescue, Parks and Recreation, Public Affairs, and Planning, Zoning, and Building.

While the collaborative made every effort to account for essential elements within this budget, inherent constraints limited our ability to fully capture the extensive contributions made by our dedicated team and community partners. A detailed summary of costs is available in *Exhibit C (2024 Back to School PBC! Budget)*, which highlights the gap between revenues and expenses, largely attributed to in-kind donations and services.

## **Section 5: Accounting of Funds Expended For Backpacks and School Supplies**

The Board of County Commissioners allocated a total of \$115,000 for the purchase of school supplies. However, the total cost of backpacks and supplies was \$163,672.46. Remaining funds were contributed by the Spirit of Giving Network (\$23,672.46) and the Children Services Council of Palm Beach County (\$25,000).

On August 20, 2024, the Spirit of Giving Network transmitted all invoices from Kids First to the Office of Community Revitalization via email, including proof of payment. These invoices meticulously detailed the school supplies and backpacks purchased, outlining both unit and total costs, along with information regarding the delivery of items. Additionally:

- An estimated total of 300 prepacked backpacks from the Palm Beach Convention Center were stored at the CubeSmart facility on Forest Hill Blvd. Most of these backpacks were distributed to registered students who could not attend the event, facilitated through agency pickups and direct delivery to parents. The remaining backpacks have been designated for students in need throughout the year.
- All remaining backpacks at the Village Academy, Palm Beach State College, and Edna W. Runner Tutorial Center were distributed to students who did not attend. Some were given directly to students, while others were provided to agencies for further distribution to referred students.
- Prepacked backpacks set aside for PBSO were delivered to PBSO Community Policing sites for distribution to students residing in CCRT neighborhoods.

It is important to note that while the contract with the Spirit of Giving Network specified a minimum of \$15,000 for the overall event, the agency has exceeded its contractual obligations to cover additional expenses. This commitment underscores the critical need for continued financial support, which has been invaluable in enhancing the impact of OCR efforts and the overall success of the event.

## Section 6: Challenges and Recommendations

Despite the overwhelming success of this year's event, several challenges emerged that necessitate consideration for future planning:

**Funding Constraints:** Since 2022, there have been no increases in funding, despite a 14% increase in student registrations, with a total of 11,563 students registered this year.

**Shortage of Supplies and Unanticipated Attendance:** Historically, based on actual event attendance, the annual order for backpacks and supplies was 65-75% of registered students. However, with the program expansion in the last three years to serve more than 10,000 students, there was a need to reconsideration the number of backpacks and supplies ordered. As a result, this year, we ordered 100% of the needed supplies for all sites except the Convention Center, where we decided to order only for 65% of the students registration due to preliminary vendor quotes, budget constraints, and surplus backpacks from last year.

The OCR had 1,800 leftover backpacks from the previous year, which were instrumental in mitigating some of the shortages. Out of these, 600 were allocated to Edna Runner and PBSO, and 1,200 were taken to the Convention Center. Despite these efforts, the unexpected high turnout at this site far exceeded our available resources and led to over 1,500 students being turned away. Many attendees arrived without pre-registration, including those with non-registered siblings, further straining our capacity. The overwhelming influx forced us to halt digital scanning at one point, preventing accurate tracking of attendance. The garage was packed on each level from the entrance door to the parking area.

**Increased Costs:** The costs of backpacks and supplies have risen by 26.34% since 2022. When adjusted for increased number of registrations, this equates to a staggering 45.73% increase in expenses, requiring an additional \$52,589.50 to meet the needs of all registered students. If prices stabilize and registration numbers remain consistent with this year's numbers, securing this funding will be critical to ensuring the every student is served next year.

**Need for Additional Resources:** Parent feedback indicated a pressing need for additional resources, particularly uniforms and shoes. Addressing this demand may require establishing new partnerships with local organizations to secured donations for these essential items or additional funding.

**Enhancing Collaborative Efforts:** While many agencies continue to contribute to this impactful event, there remains an opportunity for deeper collaboration and new partners to enhance our effectiveness in identifying more students in need and to ensure that all families in attendance receive the support they need.

### Recommendations

To address these challenges and ensure the continued success of Back to School PBC!, we propose the following actions:

- 1. Request Increased Funding:** An allocation of an additional \$50,000 to the program should be considered to adequately serve all registered students and to meet the rising costs associated with the event.
- 2. Reassess Funding Needs:** A supplemental request for the upcoming fiscal year and beyond should be submitted to align resources with growing demands.
- 3. Cost Reduction Strategies:** Collaborate with the Convention Center to explore opportunities for reducing venue costs.
- 4. Pursue Sponsorships and Partnerships:** Actively seek additional sponsorships and partnerships to bolster support for food and other essential items.



In conclusion, while we celebrate the tremendous success of this year's event, we must confront the urgent need for increased funding to ensure that no child is left without the supplies they need for success. Addressing these challenges is vital for the sustainability and growth of this essential community initiative.

**Section 7: Photo Gallery**



*Convention Center*









# Edna Runner Tutorial Center







Village Academy







*Palm Beach  
State College  
Belle Glade  
Campus*



EXHIBIT A

2024 BACK TO SCHOOL PBC! STUDENT REGISTRATION, ATTENDANCE, AND TOTAL STUDENTS SERVED BY SITE AND AGENCY

**Overall Summary**

<u>Site</u>	<u>Total Registered</u>	<u>Total Attended</u>	<u>Total Served</u>	<u>% Served</u>
Edna W. Runner Tutorial Center	338	163	338	100.00%
Village Academy	2308	825	2308	100.00%
Village Academy Agency Pickup	1143	1143	1143	100.00%
Palm Beach County Convention Center	6414	7000	5371	76.73%
Palm Beach State College	1360	559	1360	100.00%
<b>Total students registered countywide</b>	<b>11563</b>	<b>9690</b>	<b>10520</b>	<b>90.98%</b>

Note: Total attendance reflects only the number of scanned invitations and does not include students who attended without pre-registration or siblings of pre-registered students. Additionally, the total served includes agency pickups and post-event distributions.

**Additional Students Served**

<u>Agency</u>	<u>Students served</u>
PBSO	150
Delray PD	150
Delray FD	60
Digital Vibez	40
Latin Quarter	100
<b>Total additional students served</b>	<b>500</b>

Total number of students served in 2024: 11,020.

**Break down by site**

**Edna W. Runner Tutorial Center**

<u>Agency</u>	<u>Total Registered</u>	<u>Total Attended</u>	<u>Total Served</u>	<u>% Served</u>
Aleshia's Kids	8	0	8	100.00%
Big Brothers Big Sisters of Palm Beach and Martin Counties	2	1	2	100.00%
Center for Family Services	1	0	1	100.00%
Edna W. Runner Tutorial Center	129	67	129	100.00%
El Sol	95	29	95	100.00%
Families First	5	0	5	100.00%
Friends of Foster Children	1	1	1	100.00%
Guatemalan-Maya Center	6	3	6	100.00%
Legal Aid Society of Palm Beach County	1	1	1	100.00%
Palm Beach County: Office of Community Revitalization	29	22	29	100.00%
Palm Beach County: Youth Services	2	0	2	100.00%
The School District of Palm Beach County	59	39	59	100.00%
<b>Total students registered for the site</b>	<b>338</b>	<b>163</b>	<b>338</b>	<b>100.00%</b>

EXHIBIT A

2024 BACK TO SCHOOL PBC! STUDENT REGISTRATION, ATTENDANCE, AND TOTAL STUDENTS SERVED BY SITE AND AGENCY

Village Academy Agency Pickup

<u>Agency</u>	<u>Total Registered</u>	<u>Total Attended</u>	<u>Total Served</u>	<u>% Served</u>
Adopt A Family of the Palm Beaches	1	1	1	100.00%
Best Foot Forward	143	143	143	100.00%
Boca Raton School for Autism	18	18	18	100.00%
Caridad Center	100	100	100	100.00%
ChildNet	1	1	1	100.00%
CROS Ministries	42	42	42	100.00%
Deerfield Beach Housing Authority	208	208	208	100.00%
Families First of Palm Beach County	28	28	28	100.00%
Friends of Foster Children	22	22	22	100.00%
George Snow Scholarship Fund	220	220	220	100.00%
Palm Beach School for Autism	208	208	208	100.00%
Ruth & Norman Rales Jewish Family Services	67	67	67	100.00%
SAIL Charter of the ARC of PBC	26	26	26	100.00%
The Giving Tree of Temple Beth El	101	101	101	100.00%
<b>Total students registered for the site</b>	<b>1185</b>	<b>1185</b>	<b>1185</b>	<b>100.00%</b>

Palm Beach State College

<u>Agency</u>	<u>Total Registered</u>	<u>Total Attended</u>	<u>Total Served</u>	<u>% Served</u>
Aleshia's Kids	12	8	12	100.00%
Belle Glade Housing Authority	381	161	381	100.00%
Boys Town	14	9	14	100.00%
BRIDGES at Belle Glade	151	94	151	100.00%
BRIDGES at Pahokee	58	34	58	100.00%
Families First	22	6	22	100.00%
Family Impact PBC	2	2	2	100.00%
Farm Worker Council	158	99	158	100.00%
Florida Crystals	198	0	198	100.00%
Florida Rural Legal Services	25	9	25	100.00%
Kathryn E. Cunningham/Canal Point Elementary School	191	36	191	100.00%
Legal Aid Society of Palm Beach County	13	9	13	100.00%
Lutheran Services Florida (LSF)	44	31	44	100.00%
Palm Beach County Sheriff's Office Community Policing	5	3	5	100.00%
Palm Beach County: Office of Community Revitalization	11	10	11	100.00%
Palm Beach County: Youth Services	3	3	3	100.00%
Redlands Christian Migrant Association (RCMA)	25	15	25	100.00%
The School District of Palm Beach County	47	30	47	100.00%
<b>Total students registered for the site</b>	<b>1360</b>	<b>559</b>	<b>1360</b>	<b>100.00%</b>

## EXHIBIT A

## 2024 BACK TO SCHOOL PBC! STUDENT REGISTRATION, ATTENDANCE, AND TOTAL STUDENTS SERVED BY SITE AND AGENCY

## Palm Beach County Convention Center

<u>Agency</u>	<u>Total Registered</u>	<u>Total Attended</u>	<u>Total Served</u>	<u>% Served</u>
Achievement Centers for Children & Families	17	17	17	100.00%
Adopt A Family of the Palm Beaches	149	149	149	100.00%
Aleshia's Kids	137	137	137	100.00%
American Association of Caregiving Youth	157	157	157	100.00%
Big Brothers Big Sisters of Palm Beach and Martin Counties	45	45	45	100.00%
Boca Raton Housing Authority	17	17	17	100.00%
Boys Town	95	95	95	100.00%
BRIDGES at Boynton Beach	21	21	21	100.00%
BRIDGES at Highland	64	64	64	100.00%
BRIDGES at Lake Worth	175	175	175	100.00%
BRIDGES at Pahokee	1	0	0	0.00%
BRIDGES at Riviera Beach	41	41	41	100.00%
BRIDGES at West Palm Beach	83	83	83	100.00%
Center for Child Counseling	14	14	14	100.00%
Center for Family Services	29	29	29	100.00%
ChildNet	44	44	44	100.00%
Connections Education Center	11	11	11	100.00%
Families First	118	118	118	100.00%
Families First of Palm Beach County	57	57	57	100.00%
Family Impact PBC	118	118	118	100.00%
Florida Crystals	4	2	2	50.00%
Friends of Foster Children	184	184	184	100.00%
Guatemalan-Maya Center	150	150	150	100.00%
HomeSafe	40	40	40	100.00%
Legal Aid Society of Palm Beach County	88	88	88	100.00%
Lutheran Services Florida (LSF)	1	0	0	0.00%
Palm Beach County Sheriff's Office Community Policing	570	700	400	57.14%
Palm Beach County: Office of Community Revitalization	664	900	400	44.44%
Palm Beach County: Youth Services	19	19	19	100.00%
Talented Teen Club	10	10	10	100.00%
The School District of Palm Beach County	3276	3500	2671	76.31%
Village Academy	1	1	1	100.00%
WiseTribe	14	14	14	100.00%
<b>Total students registered for the site</b>	<b>6414</b>	<b>7000</b>	<b>5371</b>	<b>76.73%</b>



## EXHIBIT A

## 2024 BACK TO SCHOOL PBC! STUDENT REGISTRATION, ATTENDANCE, AND TOTAL STUDENTS SERVED BY SITE AND AGENCY

## Village Academy

<b>Agency</b>	<b>Total Registered</b>	<b>Total Attended</b>	<b>Total Served</b>	<b>% Served</b>
Achievement Centers for Children & Families	246	125	246	100.00%
Aleshia's Kids	71	40	71	100.00%
American Association of Caregiving Youth	81	48	81	100.00%
Big Brothers Big Sisters of Palm Beach and Martin Counties	44	13	44	100.00%
Boca Raton Housing Authority	18	13	18	100.00%
Boys & Girls Clubs of Palm Beach County	263	0	263	100.00%
Boys Town	12	8	12	100.00%
BRIDGES at Boynton Beach	218	92	218	100.00%
BRIDGES at Lake Worth	6	2	6	100.00%
BRIDGES at West Palm Beach	2	0	2	100.00%
ChildNet	4	2	4	100.00%
CityHouse	20	7	20	100.00%
Eda and Cliff Viner Community Scholars Foundation	17	0	17	100.00%
EJS Project	33	5	33	100.00%
Families First	12	1	12	100.00%
Families First of Palm Beach County	17	0	17	100.00%
Florence Fuller Child Development Centers - East Campus	68	37	68	100.00%
Florence Fuller Child Development Centers - West Campus	53	29	53	100.00%
Friends of Foster Children	39	16	39	100.00%
Guatemalan-Maya Center	3	2	3	100.00%
Habitat For Humanity Greater Palm Beach County	55	24	55	100.00%
Legal Aid Society of Palm Beach County	17	11	17	100.00%
Literacy Coalition of PBC - Village Readers	67	15	67	100.00%
Living Waters Church	20	0	20	100.00%
Milagro Foundation Incorporated	34	14	34	100.00%
Nat King Cole Generation Hope	51	15	51	100.00%
Palm Beach County Medical Society Services	27	12	27	100.00%
Palm Beach County Sheriff's Office Community Policing	48	33	48	100.00%
Palm Beach County: Office of Community Revitalization	59	25	59	100.00%
Palm Beach County: Youth Services	4	1	4	100.00%
Paul's Place After School	47	30	47	100.00%
Ruth & Norman Rales Jewish Family Services	41	5	41	100.00%
SOS Children's Villages Florida - Next STEPS	27	0	27	100.00%
Speak Up For Kids	153	0	153	100.00%
Take Stock in Children Palm Beach	72	0	72	100.00%
The School District of Palm Beach County	289	147	289	100.00%
Village Academy	35	20	35	100.00%
WiseTribe	35	20	35	100.00%
<b>Total students registered for the site</b>	<b>2308</b>	<b>812</b>	<b>2308</b>	<b>100.00%</b>

## ATTACHMENT B

### 2024 BACK TO SCHOOL PBC! LIST OF PARTICIPATING AGENCIES

PRESENTED BY



HOSTED BY



211

Achievement Centers for Children and Families Foundation  
Adopt A Family of the Palm Beaches, Inc.  
American Association of Caregiving Youth  
Baher Foundation  
Belle Glade Housing Authority  
Best Foot Forward Foundation  
Big Brothers Big Sisters of Palm Beach and Martin Counties  
Boca Raton Housing Authority  
Boca Raton School For Autism  
Bombas  
Boys and Girls Club of Palm Beach County  
Boys Town South Florida  
Bridges at Belle Glade  
Bridges at Boynton Beach  
Bridges at Highland  
Bridges at Lake Park  
Bridges at Lake Worth  
Bridges at Lake Worth West  
Bridges at Northwood  
Bridges at Pahokee  
Bridges at Riviera Beach  
Bridges at West Palm Beach  
Caridad Center  
Center for Child Counseling  
Center for Family Services  
ChildNet  
Children's Home Society of FL  
Colgate Bright Smiles Bright Futures  
Community Partners of South Florida  
Connections Education Center  
CROS Ministries  
Deerfield Beach Housing Authority

Dot and Ruby Helping Hand  
Dress for Success Palm Beaches  
Drowning Prevention of Coalition of Palm Beach County  
Eda & Cliff Viner Community Scholars Foundation  
Edna W. Runner Tutorial Center  
EJS Project  
El Sol Neighborhood Resource Center  
Empower Healthcare, Inc.  
Everglades Preparatory Academy  
Families First of Palm Beach County  
Family Impact Palm Beach County  
Farmworker Coordinating Council Of Palm Beach County, Inc.  
Farmworker Council  
Florence Fuller Child Development Centers  
Florida Community Health Centers, Inc.  
Florida Crystals  
Florida Forest Services  
Florida Rural Legal Services, Inc.  
FoundCare, Inc.  
Friends of Foster Children of Palm Beach County, Inc.  
George Snow Scholarship Fund  
Glades Academy  
Habitat for Humanity  
Health Care District of Palm Beach County  
Health Council of South East Florida  
Healthy Mothers Healthy Babies  
Hollywood Institute of Beauty Careers  
HomeSafe  
In Jacobs Shoes  
Jason Taylor Foundation  
Kathryn E. Cunningham/Canal Point Elementary School  
Legal Aid Society  
Lessing's Hospitality Group  
Literacy Coalition of PBC  
Living Waters Church  
Milagro Center  
Mittleman Eye  
Nat King Cole Generation Hope, Inc.  
Palm Beach County Medical Society Services  
Palm Beach County PAL, Inc.  
Palm Beach County Fire Rescue  
Palm Beach County Library System  
Palm Beach Harvest, Inc.  
Palm Beach County Cooperative Extension Service  
Palm Beach County Office of Community Revitalization  
Palm Beach County Parks and Recreation Department  
Palm Beach County Sheriff's Office Community Policing  
PBSO 911 Communications Division  
Palm Beach County Youth Services Department  
Palm Beach School for Autism  
Palm Beach State College – Belle Glade Campus  
Pathways to Prosperity  
Paul's Place After School  
Redlands Christian Migrant Association (RCMA)  
Ruth and Norman Rales Jewish Family Services

Safe Kids Palm Beach County  
SAIL Charter of the ARC of Palm Beach County  
SOS Children's Villages Florida  
South University  
Speak Up for Kids Palm Beach County  
Ta Ta For Now, Inc.  
Take Stock In Children Palm Beach  
Talented Teen Club  
The Early Learning Coalition of Palm Beach County  
The Giving Tree of Temple Beth El  
The Guatemalan-Maya Center  
The School District of PBC – Communications Department  
The School District of PBC – Department of Adult and Community Education  
The School District of PBC – McKinney Vento Program  
The School District of PBC – School Food Service  
United Way of Palm Beach County  
Village Academy  
WiseTribe

**ATTACHMENT C– 2024 BACK TO SCHOOL PBC! BUDGET**

		<b>Totals</b>
<b>Item Description</b>		
<b>E X P E N S E S</b>	Alchemer	\$ 1,227.90
	Backpacks and School Supplies	\$ 163,672.46
	Bluey Costume	\$ 165.00
	Bounce House - partially <b>in-kind</b>	\$ 498.00
	Bras and Underwear - <b>in-kind</b>	\$ 75,000.00
	DJ/MC, Photographer, Clown, and Face Painter Services	\$ 2,370.00
	Dove Body Wash - <b>in-kind</b>	\$ 5,000.00
	Dumpsters - <b>in-kind</b>	\$ 600.00
	Fruits / Vegetables / Meats - <b>in-kind</b>	\$ 18,000.00
	Graphics, Printing & Postage	\$ 28,079.01
	Haircuts and other services from Hollywood Institute of Beauty Careers - <b>in-kind</b>	\$ 4,910.00
	Moving Service/Truck - Village Academy	\$ 1,010.50
	Palm Beach County Convention Center - Eye Exams <b>in-kind</b>	\$ 2,500.00
	Palm Beach County Convention Center - Volunteer Food	\$ 586.30
	Palm Beach County Convention Center Lease, security, fork lift rental, insurance, trash	\$ 23,405.00
	Palm Beach State College - DJ and Entertainment	\$ 300.00
	Palm Beach State College - Photographer	\$ 500.00
	Palm Beach State College - Sugar and Rice	\$ 2,500.00
	Palm Beach State College - Volunteer Food	\$ 1,500.00
	PBSO Security - PBC Convention Center - <b>in-kind</b>	\$ 12,790.00
	Physicals from South University - <b>in-kind</b>	\$ 7,352.86
	Shoes - 1/2 <b>in-kind</b>	\$ 15,000.00
	Socks - <b>in-kind</b>	\$ 15,000.00
	Staff/Admin Costs	\$ 20,000.00
	Storage Lease Fees	\$ 10,668.00
	Text Message Fees from WebAuthor	\$ 150.00
	Toothbrushes and Toothpaste Dental kits - <b>in-kind</b>	\$ 6,000.00
	T-Shirts	\$ 6,459.75
	Vehicle rentals from fleet	\$ 573.17
	Village Academy - DJ <b>in-kind</b>	\$ 750.00
	Village Academy - Grims Rentals (Chairs/Tables/etc.)	\$ 3,182.69
	Village Academy - Health Screenings for Adults <b>in-kind</b>	\$ 2,000.00
	Village Academy - Pizza for Children (Food + Labor Cost)	\$ 3,525.00
Village Academy - Uniforms - <b>in-kind</b>	\$ 3,185.00	
Village Academy - Video Production	\$ 2,466.00	
Village Academy Lease	\$ 2,459.75	
Volunteer Signup Website	\$ 24.99	
Water and gatorade	\$ 600.00	
Website Hosting	\$ 4,999.00	
<b>Total Expenses Incurred</b>	<b>\$ 449,010.38</b>	
<b>Item Description</b>		<b>Totals</b>
<b>Revenues/ Contributions</b>	Direct Partner Contributions	\$ 321,362.01
	Partners Contributions through Grants/Foundations/Fundraisers	\$ 82,283.00
	In Kind Donations	\$ 136,623.77
	<b>Total Contributions</b>	<b>\$ 540,268.78</b>

<b>Partners Contributions</b>		<b>Totals</b>
<b>Palm Beach County</b>	Office of Community Revitalization	\$ 186,000.00
	Palm Beach County Graphics	\$ 28,079.01
<b>Palm Beach County Contribution</b>		<b>\$ 214,079.01</b>
<b>Children Services Council of Palm Beach County</b>		<b>\$ 25,000.00</b>
<b>Spirit of Giving Network through Grants &amp; Foundations</b>	Bathchelor Foundation	\$ 10,000.00
	Boca West Children Foundation	\$ 15,000.00
	City Of Boca Raton	\$ 5,000.00
	Rotary Club Downtown Boca	\$ 5,000.00
	Mithun Family Foundation	\$ 10,000.00
	Publix	\$ 5,000.00
	Vinny Cuomo Foundation	\$ 23,445.00
	Agency Payments	\$ 8,838.00
<b>Spirit of Giving Network, Inc.</b>		<b>\$ 82,283.00</b>
<b>Total Contributions between OCR, CSC, and SOGN</b>		<b>\$ 321,362.01</b>
<b>In Kind Contributions</b>		<b>Totals</b>
Dot & Ruby - Fruits/Vegetables/Meat		\$ 6,000.00
Lessing's Hospitality Group - Hotdogs/Hamburgers/Buns		\$ 894.12
Bank of America		\$ 2,500.00
Florida Crystals - Sugar and Rice		\$ 2,500.00
Palm Beach Harvest Inc. - Fruits/Vegetables/Meat		\$ 12,000.00
Jeff Koons		\$ 400.00
KTM - Chips/Bread/Condiments		\$ 500.00
Bomba Socks		\$ 15,000.00
DJ for Village Academy		\$ 750.00
Palm Beach County Youth Services - Body wash		\$ 5,000.00
In Jacob's Shoes		\$ 7,500.00
Ta Ta For Now - Bras / Underwear		\$ 75,000.00
Palm Beach Sherrif's Office		\$ 12,790.00
Solid Waste Authority - Dumpsters		\$ 600.00
Boca Hospital - Health screenings for parents		\$ 2,000.00
Mittleman Eye		\$ 2,500.00
Colgate		\$ 2,130.91
United Way (Through LexisNexis and Gulfstream) - Toothbrushes / Toothpaste		\$ 6,000.00
South University		\$ 7,352.86
<b>Total In Kind Contributions</b>		<b>\$ 136,623.77</b>

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
EXPENDITURE BUDGET TRANSFER**

BGEX 610 10082400000000000096

**FUND 1401 OCR Special Projects and Initiatives**

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/08/24	REMAINING BALANCE
<b>EXPENDITURES</b>									
1401-610-6307-3401	Other Contractual Services *	Abundant Community Initiatives -	30,000	30,000	0	30,000	0	0	0
1401-610-6307-3421	Contractual Services -Training	Abundant Community Initiatives -	4,000	4,000	0	4,000	0	0	0
1401-610-6307-4001	Travel And Per Diem	Abundant Community Initiatives -	100	100	0	100	0	0	0
1401-610-6307-4701	Printing & Binding-Outside	Abundant Community Initiatives -	100	100	0	100	0	0	0
1401-610-6307-4801	Promott Activities (Ord 86-19)	Abundant Community Initiatives -	3,000	3,000	0	3,000	0	0	0
1401-610-6307-4941	Registration Fees	Abundant Community Initiatives -	100	100	0	100	0	0	0
1401-610-6307-5101	Office Supplies	Abundant Community Initiatives -	700	700	0	700	0	0	0
1401-610-6307-5121	Data Proccsng Stlwre/Accessres	Abundant Community Initiatives -	2,000	2,000	0	2,000	0	0	0
1401-610-6507-3421	Contractual Services -Training	Resident Training and Workshops I	6,000	6,000	0	6,000	0	0	0
1401-610-6507-4801	Promott Activities (Ord 86-19)	Resident Training and Workshops I	3,500	3,500	0	3,000	500	0	500
1401-610-6507-5101	Office Supplies	Resident Training and Workshops I	1,000	1,000	0	1,000	0	0	0
1401-610-X164-8201	Contributions-Non-Govts Agnces	Back to School PBC	115,000	115,000	50,000	0	165,000	0	165,000
<b>Total Expenditures</b>					<b>50,000</b>	<b>50,000</b>			

SIGNATURES \_\_\_\_\_ DATES \_\_\_\_\_  
*[Signature]* 10/8/2024  
 Initialing Department/Division \_\_\_\_\_  
 \_\_\_\_\_  
 Administration/Budget Department Approval  
 \_\_\_\_\_  
 OFMB Department - Posted

**BY BOARD OF COUNTY COMMISSIONERS**

At Meeting of: 11/5/2024

Deputy Clerk to the  
Board of County Commissioners



**Office of Community Revitalization  
"BACK TO SCHOOL PBC!"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the information below and indicate if the services listed require General Liability insurance or any other type of insurance, and provide any additional comments as applicable.

AGENCY: Spirit of Giving Network, Inc.

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

This item entails contracting with Spirit of Giving Network, Inc. (Agency) to assist in the implementation of the 2025 Back to School PBC! Event. The Event provides school supplies, backpacks, food boxes and a health fair and access to community resources to Palm Beach County students in need from Kindergarten through 12th grade enrolled in the public or charter school system. The Event is an annual initiative planned, funded and implemented by the Office of Community Revitalization (OCR) in partnership with County departments, the Agency, the Children Services Council of Palm Beach County, and a collaboration of several community based organizations and volunteers. In accordance with the Contract, up to \$82,500 of the \$165,000 from the County may be provided in advance payments to the Agency to use as upfront capital toward the purchase of school supplies and other items required for the implementation of the Event.

County funds requested: \$165,000

**APPROVAL STATUS:**

Risk Management ~~agree~~ **do not agree** to waive the "insurance requirement" for Spirit of Giving Network, Inc.

INSURANCE NEEDED: YES  NO

COMMENTS: \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

Property Casualty & Ins. Mgr.  
TITLE OF REVIEWER

10/4/2024  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2024

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> CertificatesACE@MarshMMA.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Philadelphia Indemnity Insurance Co.		<b>18058</b>
<b>INSURER B :</b> United States Liability Insurance Co		<b>25895</b>
<b>INSURER C :</b> Transportation Insurance Company		<b>20494</b>
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Spirit of Giving Network, Inc.  
 1515 N Federal Highway, Ste 106  
 Boca Raton, FL 33432-1951

SPIRIGIVIN

**COVERAGES**

CERTIFICATE NUMBER: 854964607

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	PHPK2589273	8/19/2024	8/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2589273	8/19/2024	8/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7038922677	7/25/2024	7/25/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2589273	8/19/2024	8/19/2025	Each Claim/Aggregate \$2M/\$2M
B	Directors & Officers			NDO1580985E	8/28/2024	8/28/2025	Each Claim/Aggregate \$1M/\$1M

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

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of County Commissioners  
 c/o Office of Community Revitalization  
 2300 N Jog Rd.  
 West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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