

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 14, 2017

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the School Board of Palm Beach County for the coordination of art education programs for students with disabilities. The term of the Agreement is for one year effective March 14, 2017, through March 13, 2018.

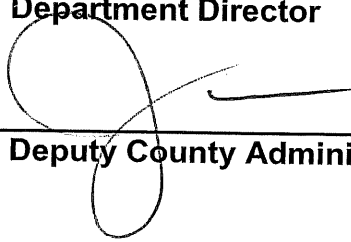
Summary: This Agreement enables the School Board and the Parks and Recreation Department to utilize each other's personnel, expertise and services, and provide for Art Education to the Palm Beach County School District's students with disabilities. The Parks and Recreation Department and School Board recognize the benefits to be derived by utilizing each other's personnel, expertise and services thereby minimizing the duplication of services for students with disabilities. The term of this Interlocal Agreement is for one year and shall be automatically renewed up to nine additional consecutive one year terms. There are no costs to or payments required of either the School Board or the Parks and Recreation Department in fulfilling the provisions of this agreement. The School Board approved the new Agreement at its January 18, 2017, meeting. Countywide (AH)

Background and Justification: Part I of Chapter 163, Florida Statutes, permits public agencies, to enter into Interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately. The Individuals with Disabilities Education Act requires school districts to provide free and appropriate education to children with disabilities. This Agreement enables the School Board and the Parks and Recreation Department to utilize each other's personnel, expertise and services, and provide for Art Education to the Palm Beach County School District's students with disabilities. This Agreement has been executed on behalf of the School Board of Palm Beach County, and now needs to be approved by the Board of County Commissioners.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

2-16-17
Date

Approved by: 
Deputy County Administrator

3-6-17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>*-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

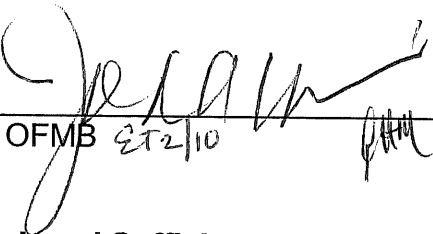
B. Recommended Sources of Funds/Summary of Fiscal Impact:

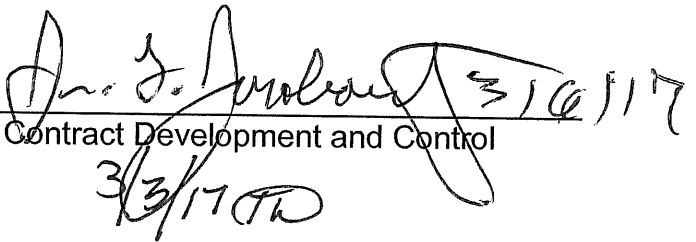
*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 
 (M. Szakacs for R.P.)

III. REVIEW COMMENTS

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


 OFMB 2/2/10


 Contract Development and Control
 3/3/17 TD

B. Legal Sufficiency:

Anne Belmont 3/6/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR COORDINATION OF ART EDUCATION PROGRAMS TO STUDENTS WITH
DISABILITIES**

This Interlocal Agreement is made the _____ day of _____, 20____, between Palm Beach County, a political subdivision of the State of Florida, ("County") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Individuals with Disabilities Education Act of 1975 (IDEA) requires school districts to provide Free and Appropriate Education (FAPE) to children with disabilities; and

WHEREAS, the County and Board recognize the benefits to be derived by utilizing each other's personnel expertise and services thereby minimizing the duplication of services for Students with Disabilities; and

WHEREAS, the County and Board desire to provide Students with Disabilities an environment to further develop Art Education and increase the student's opportunity to access arts activities ; and

WHEREAS, entering into this Interlocal Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

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

2. Purpose.

The purpose of this Interlocal Agreement is to enable the Board and County to utilize each other's personnel, expertise and services, and provide mutually agreed upon Art Education to the School District of Palm Beach County Students with Disabilities.

3. Definitions.

A. "Art Education": performing and visual art skills.

B. "Board Facilities": facilities on real property owned or operated by the Board, excluding facilities that are leased, licensed or under the contractual control of others.

4. The Board shall:

A. Make the Board Facilities available for use by the County for Art Education at no cost or expense to the County. The County's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Interlocal Agreement including but not limited to Exhibit "A" which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. Make available access to students ages 4-22 during the school day by working in conjunction with the office of Exceptional Student Education.

C. Provide program space and access to a stage.

D. Provide staff to supervise pre-planned activities. The number of staff provided will be determined by the school site.

E. Provide statistical information and a letter of support in order to comply with grant requirements.

F. Grant permission for media access, if applicable.

G. Grant permission for student travel, if applicable.

H. In cooperation with County staff, schedule instructors based on student/facility availability/testing.

I. Schedule the culminating event including logistics.

J. Submit student photo releases for County publications, for participants to appear in still or motion pictures using participants' name for educational, promotional, or other purposes.

K. Submit post program evaluation to the County within 14 days after the Program ends.

L. Submit signed principal confirmation letter confirming dates, times and details of the program to the County.

5. County shall:

A. Coordinate the provision of trained visual and performing art instructors for students with disabilities. County shall ensure that its employees, agents and each visual and performing art instructors and all individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. County agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the County. County shall not begin providing services contemplated by this Agreement until County receives notice of clearance by the School district. The Board, nor its members, officers, employees, or

agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of County (or discontinuation of County's services) on the basis of these compliance obligations. County agrees that neither the County, nor any employee, agent or representative of the County who has been convicted or who is currently under investigation for a crime delineated in FS§435.04 will be employed in the performance of this Agreement.

B. Identify and enroll students with disabilities through coordination with the Office of Exceptional Student Education and individual school principals.

C. Provide all costs associated with the program including staff, supplies and equipment, curriculum and contractual instructors.

D. be subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, County acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records. County will receive student information. Since parental consent will not be obtained and County has legitimate educational interests in the information, County shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit B.

E. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.

1. Upon request from the Board's custodian of public records, provide the Board

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, Florida Statutes or as otherwise provided by law.

2. 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 Agreement term and following completion of the Agreement if County does not transfer the records to the Board.

3. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of County or keep and maintain public records required by the Board to perform the service. If County transfers all public records to the Board upon completion of the Agreement, County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board. Failure of County to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

6. Indemnification and Insurance:

A. The Board and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

B. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage and shall add the other party as an additional insured to the commercial general liability

policy, but only with respect to negligence arising out of this Interlocal Agreement that is not a result of the other party's negligence. The additional insured endorsement for the County shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The additional insured endorsement for the Board shall read "The School Board of Palm Beach County, Florida, its Officers, Employees and Agents". The parties agree additional insured endorsements shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Interlocal Agreement. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Interlocal Agreement.

C. No fees or payments are due by either party for services rendered pursuant to this Interlocal Agreement.

7. Dispute Resolution.

In the event an issue arises which cannot be resolved between the Board's Principal and the County's Director of Recreation Services regarding the use or availability of a Board Facility, the dispute shall be referred to the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.

8. Default.

The parties agree that, in the event either party is in default of its obligations under this Interlocal Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party

shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Interlocal Agreement and seek damages, if any.

9. Termination.

Notwithstanding any provision of this Interlocal Agreement to the contrary, this Interlocal Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Annual Appropriation.

Each party's performance and obligations under this Interlocal Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

11. Notice.

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO COUNTY:

Director of Parks and Recreation
Palm Beach County Department of Parks and Recreation
2700 Sixth Avenue South
Lake Worth, Florida 33461

IF TO BOARD:

Executive Director of Exceptional Student Education
School District of Palm Beach County
3378 Forest Hill Boulevard, Suite A-203
West Palm Beach, FL 33406

12. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

13. Subordination to Bond and Grant Obligations.

The parties acknowledge that certain Board Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Interlocal Agreement shall be subject and subordinate to any such covenants, restrictions and obligations.

Notwithstanding any provision of this Interlocal Agreement to the contrary, the parties shall not be obligated to make any Facility available for use that would be contrary to any of its bond or grant obligations,

14. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

The Board has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Board does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Board will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

15. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

16. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

17. Entirety of Agreement.

This Interlocal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Interlocal Agreement.

18. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Interlocal Agreement by reference.

19. Amendment.

Except as otherwise provided for in this Interlocal Agreement, this Interlocal Agreement may be modified and amended only by written instrument executed by the parties hereto.

20. Waiver.

No waiver of any provision of this Interlocal Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

21. Construction.

Neither party shall be considered the author of this Interlocal Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Interlocal Agreement. Thus, the terms of this Interlocal Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

22. Filing.

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

23. Effective Date/Term.

This Interlocal Agreement shall become effective when signed by both of the parties, approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Interlocal Agreement shall be for a period of one (1) year and shall be automatically renewed up to nine (9) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.

24. Inspector General.

A. The County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information,

personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this Interlocal Agreement. The County employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Interlocal Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

B. 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 Board, 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.

25. No Third Party Beneficiaries.

No provision of this Interlocal Agreement 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 Interlocal Agreement, including but not limited to any citizen or employees of the County and/or Board.

26. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to

any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

27. Records.

Each party shall maintain its own respective records and documents associated with this Interlocal Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

28. Survival.

Provisions contained in this Interlocal Agreement that, by their sense and context, are intended to survive the suspension or termination of this Interlocal Agreement, shall so survive.

29. Waiver of Jury Trial.

Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

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

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

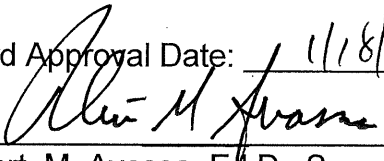
By:  _____
Director, Parks & Recreation Dept.

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THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

BY 
Chuck Shaw, Chairman

Board Approval Date: 11/8/17

BY 
Robert M. Avossa, Ed.D., Superintendent

REVIEWED AND APPROVED AS TO LEGAL
SUFFICIENCY

 11-30-16
Hollie N. Hawn
School Board Attorney

Date: _____

EXHIBIT "A"
LOCATION OF SERVICES

- 1 Jerry Thomas Elementary School
- 2 Connections Education Center of the Palm Beaches
- 3 Allamanda Elementary School
- 4 Forest Hill Elementary School
- 5 Seminole Trails Elementary School
- 6 Palm Beach Lakes High School
- 7 North Grade Elementary School
- 8 John I. Leonard High School
- 9 Indian Pines Elementary School
- 10 Palm Springs Middle School
- 11 Dwight D. Eisenhower Elementary School
- 12 Royal Palm School
- 13 Palm Beach Central High School
- 14 Jupiter Middle School
- 15 Jupiter High School



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below).

School or School Board School Board of Palm Beach County

Vendor or Partner Palm Beach County for Coordination of Art Education Programs to Students with Disabilities

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- 1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

educational evaluation, educational placement, educational programming including IEP and curriculum information, education progress information contained in the cumulative and exceptional student education file including attendance, grades, test scores and discipline, contact information including name, grade level, school attending, phone numbers, addresses and parent/guardian information.

- 2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, http://www.palmbeachschools.org/records/), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party (Vendor/Partner)

Palm Beach County for Coordination of Art Education Programs to Stud Vendor or Partner

Signature of person having authority to enter legally binding agreements on behalf of Receiving Party.

Date

The School

School Board of Palm Beach County For the School Board of Palm Beach County, Florida

Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida.

Date

1/20/17