

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes_	No <u>X</u>	
Does this item include the use of federal funds?			Yes__	No__	
Budget Account No.:	Fund_	Dept_	Unit_	Object	Object_

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

* Impact: There is no additional fiscal impact as a result of this program.

C. Departmental Fiscal Review: Alicia Garrison
(Director, Library Finance and Facilities)

III. REVIEW COMMENTS:

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

Lisa Ponz 3/28/18
OFMB 3/28/18

Dr. J. Jacobson 3/30/18
Contract Dev. And Control 3/30/18

B. Legal Sufficiency:

Anne Delant 3-30-18
Assistant County Attorney

C. Other Department Review:

Department Director

**Letter of Agreement
Between the School Board of Palm Beach County,
Department of Adult and Community Education
and Palm Beach County**

This Agreement is entered into this June 1, 2018 between the School Board of Palm Beach County, Florida, Department of Adult and Community Education hereinafter referred to as the "SB," and the Palm Beach County, by and through its Board of County Commissioners hereinafter referred to as "PBC", is for the purpose of providing a collaborative relationship that benefits adult students in the Palm Beach County Area.

SECTION I -DURATION OF AGREEMENT

This Agreement shall be for the period beginning June 1, 2018 through July 31, 2020.

SECTION II – PBC AGREES AS FOLLOWS:

1. The Palm Beach County Library System (PBCLS) will work with Adult Education personnel to inform on the needs of the literacy community in Palm Beach County as evident from native English speakers seeking support from the Library's literacy program.
2. Allow for Burlington English software to be loaded on PBCLS computers in order to facilitate availability of program to adult learners enrolled in ESOL classes with Palm Beach County Schools. Students will be responsible for registering for library cards in order to access PBCLS computers.
3. Belle Glade Branch of the PBCLS will offer the SB access to booking study rooms ahead of time for the sole purpose of fulfilling this Agreement.
4. Provide contact person who is able to collaborate with SB personnel to report on the progress of program and inform developmental decisions.
5. PBCLS will inform its personnel of Adult Education offerings through workshops and/or written materials.

SECTION III – SB AGREES AS FOLLOWS:

1. To provide space at the following school campuses for Library Literacy Tutors to work with students in safe, clean, monitored areas to increase both the accessibility for learners and more time slots for tutoring sessions:
 - a. Delray Full Service Center - 301 SW 14th Avenue, Delray Beach, FL 33444
 - b. Adult Education Center - 2161 North Military Trail, West Palm Beach, FL 33409
2. To enroll Library Literacy learners identified in the West Area (Belle Glade, Pahokee, South Bay) in Adult Education programming and support them with instruction using tools, materials, curriculum and strategies appropriate for literacy instruction. Additional considerations:
 - a. All student fees will be waived for participation in the program
 - b. Student tracking and assessment will be monitored as an adult education student under Palm Beach County Schools
 - c. Reporting information will be shared with PBCLS for purposes of information
3. To provide all office supplies needed by instructors and volunteers based in the West Area.
4. To support the ongoing awareness of the needs of the West Area Library Literacy programs and work to build a team of volunteers and staff members to provide sustainable assistance.

5. To provide a helpline for students to contact in the case that issues arise logging into or using Burlington software.

SECTION IV – PBC AND SB AGREE AS FOLLOWS:

Confidentiality Under the authority of Palm Beach County Library PPM CLR-001 and the American Library Association Policy Manual, Section 52.4, "Confidentiality of Library Records;" Florida Statutes, Chapter 257, "Public Libraries and State Archives," Section 257.261, and "Library Registration and Circulation Records" (See Attachment A), all Library registration and circulation records of every public library, except statistical reports of registration and circulation, are confidential and exempt from the provisions of s. 119.07(1) and from s. 24(a) of Article I of the State Constitution. Except in accordance with proper judicial order, PBC and SB personnel may not make known in any manner any information contained in such records, except as provided in this section. Specifically, no library member information may be released concerning: name, address, phone number, items charged, items on hold, returned overdue, claimed returned, lost, or any other member-specific information.

PBC is subject to all SB obligations relating to compliance with student records confidentiality laws. By signing this Agreement, PBC 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. PBC will receive student information. Since parental consent will not be obtained and PBC has legitimate educational interests in the information, PBC 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 A.

Students' personal information can only be given by the student, at his/her discretion.

Termination. This Agreement can be terminated by either party with 30-day notice written notice to the other party.

Indemnification. Both parties 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.

Insurance. 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 the 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 Agreement that is not a result of the other party's negligence. The additional insured endorsement for PBC 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 SB shall read "The School Board of Palm Beach County, Florida, its Officers, Employees and Agents". The parties agree additional coverage shall not be considered third-party liability coverage for purposes of this Agreement. The parties shall maintain or 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 Agreement.

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

No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party.

Compliance with Laws. In the conduct of the terms of this Agreement, the parties shall comply in all material respects with all applicable federal and Florida laws and regulations and all applicable local ordinances and regulations.

Notice. When either party desires to give notice, such notice shall be given in writing sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, at the following addresses:

PBC Palm Beach County Library System
Attn: Aurora Arthay
3650 Summit Blvd.
West Palm Beach, FL 33406
561-233-2725

SB School Board of Palm Beach County
Attn: Denise Cargill
3661 Interstate Park Road, N, Suite 100
561-383-2009
denise.cargill@palmbeachschools.org

Amendment. This Agreement may be amended only by the mutual written consent of both parties.

Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement 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 Third Party Beneficiaries. No provision of this 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 Agreement, including but not limited to any citizen or employees of the SB and/or PBC.

Records. Each party shall maintain its own respective records and documents associated with this 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.

Non-Discrimination. PBC and SB agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. SB has submitted to PBC 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 SB does not have a written non-discrimination policy or one that conforms to PBC's policy, it has acknowledged through a signed statement provided to PBC that SB will conform to PBC's non-discrimination policy as provided in R-2014-1421, as amended.

Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by PBC and the SB.

Inspector General: PBC agrees and understands that the SB'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, e-mails, instant messages, facilities or other assets owned, borrowed or used by PBC with regard to this Agreement. PBC employees, vendors, officers and agent's 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 investigations or audits relating to this Agreement. Further, PBC understands, acknowledges and agrees to abide by SB policy 1.092(4)(d).

PBC 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 PBC contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor and inspect the activities of the SB, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and to 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.

ATTEST:

Sharon R. Bock
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

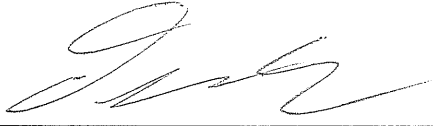
BY: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

BY: _____
Assistant County Attorney

By: 
Director, Palm Beach County Library

School Board of Palm Beach County

Fred Barch, Director

Donald Fennoy, Ph. D., Superintendent

School District of Palm Beach County

Reviewed and approved by the Office of Chief Counsel of the School District of Palm Beach County

Sign

Print Name

Date