





## POSITION FUNDING AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, the Children's Services Council of Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as CSC, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, South Tech Charter Academy, Inc., a not-for-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as SOUTH TECH, whose Federal I.D. is 32-0089102, and collectively referred to as the Parties.

### WITNESSETH

**WHEREAS**, the Parties desire at this time to fund a Licensed Clinical Social Worker (LCSW) position, County Pay Grade 32, filled by an individual deemed a COUNTY employee; and

**WHEREAS**, the COUNTY desires to receive and use such funds for an LCSW to be located primarily at the following charter school locations: SouthTech Academy (High School) and SouthTech Preparatory Academy (Middle School), collectively, the School; and

**WHEREAS**, the position of an LCSW will be hired and managed in accordance with all the COUNTY'S policies and procedures, with shared funding provided by the COUNTY, SOUTH TECH, and CSC; and

**WHEREAS**, the Parties recognize the advantages of collaboration to assist with delivery of preventive, comprehensive and quality behavioral and mental health services for youth enrolled at SOUTH TECH, as well as, supervision of behavioral health interns at SOUTH TECH; and

**WHEREAS**, the Parties desire to memorialize their understanding and clearly define their respective roles under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement shall commence on October 1, 2019, and terminate on September 30, 2020.
3. This Agreement may be extended for two (2) one (1) year terms upon written agreement of the Parties.
4. The COUNTY shall employ one (1) full-time LCSW at a County Pay Grade 32, at a total not to exceed annual salary amount provided for in the COUNTY's Compensation and Pay Plan, plus fringe benefits, which for the first year of this Agreement is anticipated to be SEVENTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$75,919).

- a. For subsequent years of this Agreement the anticipated annual salary amount will automatically adjust to the COUNTY'S Compensation and Pay Plan, plus fringe benefits.
5. On October 1<sup>st</sup> of each year of this Agreement, the COUNTY shall invoice SOUTH TECH and CSC each for one-third (1/3) of the anticipated annual salary amount stated in Section 4 of this Agreement. One-third (1/3) of this anticipated amount is TWENTY-FIVE THOUSAND THREE HUNDRED SIX DOLLARS (\$25,306).
6. On or before October 15<sup>th</sup> of the then following fiscal years, the COUNTY will perform a final reconciliation of the COUNTY's *actual* LCSW position expense, including fringe benefits, paid by the COUNTY to the LCSW between October 1<sup>st</sup> and September 30<sup>th</sup> for each year of the Agreement.

Unforeseen vacancies or additional pay (overtime) can result in an over/under payment by each of the Parties. If an over/under payment occurs:

- a. Any amount paid by the COUNTY over or under each of the Parties' one-third (1/3) shares of the *actual* LCSW position expense, shall either be refunded by the COUNTY or invoiced to SOUTH TECH and CSC no later than 45 days from the date of the final reconciliation; and
  - b. A copy of the COUNTY'S reconciliation will be provided to SOUTH TECH and CSC within 45 days of completion.
7. The LCSW will assist with delivery of preventive, comprehensive and quality behavioral and mental health services for youth enrolled at the School as well as, supervision of behavioral health interns at the Facilities.
    - a. The LCSW shall provide services at the School following the Palm Beach County School District school calendar.
    - b. In the event of school closure and the COUNTY is open, the LCSW will report to the assigned COUNTY office.
    - c. The LCSW's regular work schedule will be full-time, 40-hours per week, subject to occasional need for overtime.
  8. The COUNTY shall assume sole and exclusive responsibility for the hiring, termination, performance appraisal, and initial payment of wages as described above to the individual filling the position of the LCSW. The LCSW shall be supervised and managed in accordance with COUNTY policy and personnel rules. The COUNTY shall accept input from SOUTH TECH on the performance of the LCSW.
  9. The COUNTY'S performance and obligation to budget the full cost of the LCSW position under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and approved funding by SOUTH TECH, and subject to CSC'S approved annual appropriations.
  10. Nothing herein shall be construed to require the COUNTY to continue the position provided for, should either SOUTH TECH or CSC cease funding of said position.

11. **Termination.** This Agreement may be terminated by any one of the Parties upon sixty (60) days' prior written notice to the non-terminating parties. If this Agreement is terminated by SOUTH TECH/CSC after payment of the October 1<sup>st</sup> invoice the COUNTY is not required to return any funds to SOUTH TECH or CSC.
- a. If this Agreement is terminated by SOUTH TECH or CSC, the remaining parties will meet to negotiate a new cost share Agreement.
  - b. If this Agreement is terminated by SOUTH TECH and CSC, the LCSW will report to the assigned COUNTY office.

12. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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 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 Parties.

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

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

14. **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.
15. **Entirety of Contractual Agreement.** The Parties agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties.

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

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

With copy to:

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

If sent to SOUTH TECH, notices shall be addressed to:

Attn: Shawna Kingsley-Scott, M.Ed.  
1300 SW 30<sup>th</sup> Avenue  
Boynton Beach, FL 33426

If sent to CSC, notices shall be addressed to:

Children's Services Council of Palm Beach County  
Attn: Lisa Williams-Taylor, Chief Executive Officer  
2300 High Ridge Road  
Boynton Beach, FL 33426

17. **Use and Occupancy of the Office Space.** SOUTH TECH shall provide the COUNTY with office space (Premises), with secured internet connection, in a South Tech building which shall be used solely and exclusively for the purposes of the LCSW and any other COUNTY employees and/or the COUNTY's interns who are necessary to support the goals of the Parties. The COUNTY shall have the right to use the Premises for as long as: the building is occupied by SOUTH TECH or this Agreement has not expired or otherwise terminated or the COUNTY'S rights have not been revoked as provided for in Article 12, Termination, of this Agreement.

SOUTH TECH shall be the final authority as to the cooperative operation, use and occupancy of the COUNTY'S designated office space under the terms and conditions of this Agreement with the right to resolve any disputes that may arise, so long as such resolution does not require or result in any act that constitutes a breach of this Agreement by either the COUNTY or SOUTH TECH. The COUNTY shall make every reasonable effort to cooperate with other SOUTH TECH employees and departments to facilitate performance of this section.

18. **Insurance** -- SOUTH TECH shall, at its sole expense maintain in full force and effect at all times during the term of this Agreement, at least the insurance coverage and minimum limits (including endorsements), as described herein. SOUTH TECH shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Contract. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by SOUTH TECH are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SOUTH TECH under this Agreement. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability** – SOUTH TECH shall maintain, on a primary basis, Commercial General Liability insurance at a limit of not less than **\$500,000** each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
- B. **Worker's Compensation Insurance & Employers Liability** -- SOUTH TECH shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes for its employees.
- C. **Additional Insured** – SOUTH TECH shall endorse the COUNTY and CSC as Additional Insureds with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, and the Children's Services Council of Palm Beach, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."
- D. **Waiver of Subrogation** – SOUTH TECH hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. 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 to the policy, then SOUTH TECH shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should SOUTH TECH enter into such an agreement on a pre-loss basis.
- E. **Certificates of Insurance** - Prior to execution of this Agreement or within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, SOUTH TECH shall provide to the below address a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect. Said Certificate(s) of Insurance shall include a project description, and, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage. The **Certificate Holder** shall read:

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

- F. **Right to Review** – The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. The COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
19. **Indemnification – CSC.** The COUNTY and CSC shall be liable for their own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless CSC against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and CSC shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of CSC'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by any party to indemnify either of the other Parties for such other party's negligent, willful or intentional acts or omissions.
20. **Indemnification – SOUTH TECH.** SOUTH TECH shall protect, defend, reimburse, indemnify and hold the COUNTY and CSC, their 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 Agreement or due to the acts or omissions of SOUTH TECH. SOUTH TECH also shall not use funds made available pursuant to this Agreement for the purpose of initiating or pursuing litigation against the COUNTY and CSC.
21. **Non-Discrimination.** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, SOUTH TECH warrants and represents that throughout the term of the Agreement, 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 Agreement.

As a condition of entering into this Agreement, SOUTH TECH represents and warrants that they will comply with the COUNTY'S Commercial Non-discrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, SOUTH TECH 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 SOUTH TECH retaliate against any person for reporting instances of such discrimination. SOUTH TECH 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. SOUTH TECH understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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. SOUTH TECH shall include this language in its subcontracts.

22. **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, SOUTH TECH and/or CSC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
23. **Confidentiality.** SOUTH TECH and COUNTY agree to maintain confidentiality of student records, as required by federal and state laws.
24. **Drug-Free Workplace.** SOUTH TECH shall implement and maintain a drug-free workplace program of at least the following items:
  - A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - B. Inform employees about the dangers of drug abuse in the workplace, SOUTH TECH's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - C. Give each employee engaged in providing the services that are under Agreement, a copy of the statement specified in this Article, Paragraph A.
  - D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify SOUTH TECH of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

**25. Disclosure and Ownership of Documents.** All COUNTY/client files and records of the LCSW will remain the property of the COUNTY.

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 SOUTH TECH and/or CSC 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, 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.

- 26. The COUNTY'S representative/liaison during the performance of this Agreement shall be Tanya L. Tibby, Chief Community Based Clinical Services (telephone no. 561-242-5707).
- 27. SOUTH TECH'S representative/liaison during the performance of this Agreement shall be Shawna Kingsley-Scott, M.Ed. (telephone no. 561-364-7935).
- 28. CSC'S representative/liaison during the performance of this Agreement shall be Lisa Williams-Taylor, Chief Executive Officer (telephone no. 561-740-7000).

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

**ATTEST:**

**SHARON R. BOCK  
CLERK AND COMPTROLLER**

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

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

**COUNTY:**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Mack Bernard, Mayor

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Youth Services Department

**SOUTH TECH CHARTER ACADEMY, INC.**

\_\_\_\_\_  
Signature

James Notter  
\_\_\_\_\_  
Typed Name

Board Chair  
\_\_\_\_\_  
Title

**WITNESS:**

\_\_\_\_\_  
Signature

James R. Kidd  
\_\_\_\_\_  
Name (type or print)

**CHILDREN'S SERVICES COUNCIL OF PALM  
BEACH COUNTY**

\_\_\_\_\_  
Signature

Lisa Williams-Taylor  
\_\_\_\_\_  
Typed Name

Chief Executive Officer  
\_\_\_\_\_  
Title

**WITNESS:**

\_\_\_\_\_  
Signature

Elsa Sanchez-Vahamonde  
\_\_\_\_\_  
Name (type or print)