



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

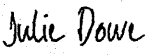
Fiscal Years	2021	2022	2023	2023	2024
Capital Expenditures					
Operating Costs	15,000	15,000	15,000		
External Revenue	(15,000)	15,000)	(15,000)		
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds: Yes X No \_\_\_\_\_

Budget Account No.:  
 Fund 1003 Dept 145 Unit 1455 Object Var. Program Code Var Program Period \_\_\_\_\_

**Recommended Sources of Funds/Summary of Fiscal Impact:**

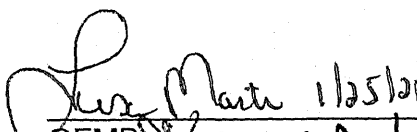
Funding source is the State of Florida Department of Economic Opportunity.

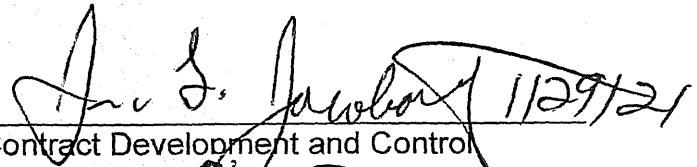
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**C. Departmental Fiscal Review:** \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Svcs.


**III. REVIEW COMMENTS**

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

  
 Steve Martin 1/25/21  
 OFMB 1/22 AP 1/25

  
 Julie Dowd 1/29/21  
 Contract Development and Control  
 1-29-21 TD

**B. Legal Sufficiency:**

  
 Senior Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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**

This Interlocal Agreement is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The School Board of Palm Beach County, Florida, hereinafter referred to as the AGENCY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, in 2016, the unemployment rate in Palm Beach County was 8.2%, and 18.2% in the Tri-City area, and Palm Beach County residents approved the penny-sales tax to create and develop higher wage jobs to reduce the unemployment rate; and CSBG and other funding sources are being used to provide training opportunities that would prepare residents for such jobs; and there is a need to coordinate with community partners such as Palm Beach County School District's adult education program to provide such trainings, especially to low-income residents to increase economic self-sufficiency, especially in the Tri-City area; and

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

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

**ARTICLE 1 INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

The AGENCY agrees to provide Vocational Training and Skill Set Building Services to low income residents of Palm Beach County as set forth in the Scope of Services (**Exhibit A**). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 16. No changes in the scope of

work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY's services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or client. All funding is intended for the overall benefit of all clients of the services provided by the program(s) being funded herein.

**ARTICLE 3 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the SuperCircular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) the provisions of the Agreement, including Exhibit A; (6) Exhibit A, AGENCY's scope of services; and (7) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 4 - SCHEDULE**

The term of this Interlocal Agreement shall be for THREE (3) years starting October 1, 2020 ending September 30, 2023.

Monthly billing or reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit B**.

The parties shall amend this Agreement if there is a change to the Scope/Work Plan, funding, and/or federal, state, and local laws or policies affecting this Interlocal Agreement.

**ARTICLE 5 - PAYMENTS TO AGENCY**

The COUNTY shall pay to the AGENCY for services rendered under this Interlocal Agreement not to exceed a total amount of **FORTY FIVE THOUSAND DOLLARS (\$45,000) OF WHICH FIFTEEN THOUSAND DOLLARS (\$15,000) IS BUDGETED IN GY 2020 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTEEN THOUSAND DOLLARS (\$15,000) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** 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.

The program and unit cost definitions for this Interlocal Agreement are set forth in **Exhibit B**. All requests for payments of this Interlocal Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Interlocal Agreement. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Interlocal Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Interlocal Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Interlocal Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year. COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

**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.

In order to do business with Palm Beach County, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Interlocal Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Interlocal Agreement 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 Interlocal Agreement are accurate, complete and current as of the date of the Interlocal Agreement and no higher than those charged the AGENCY's most favored customer for the same or substantially similar service.

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

#### **ARTICLE 8 - AMENDMENTS TO FUNDING LEVELS**

This Interlocal Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Interlocal Agreement service amount by the months in the Interlocal Agreement unless otherwise provided for in this Interlocal Agreement. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

#### **ARTICLE 9 - INSURANCE**

AGENCY is a governmental entity subject to the limitations of Florida Statutes 768.28 as amended. AGENCY shall maintain a fiscally prudent liability program with regard to its obligations under this Agreement. AGENCY shall notify COUNTY within thirty (30) days of any change in its insurance status. Nothing herein shall serve as a waiver of sovereign immunity.

Should AGENCY contract with a third-party to perform any service related to this Agreement, AGENCY shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include AGENCY and COUNTY as Additional Insureds.
- b. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this Agreement.

#### **ARTICLE 10 - INDEMNIFICATION**

Subject to the limits of Section 768.28, Florida Statutes AGENCY shall protect, defend, reimburse, indemnify and hold 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 AGENCY.

#### **ARTICLE 11 - 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 Interlocal Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other.

#### **ARTICLE 12 - WARRANTIES AND LICENSING REQUIREMENTS**

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

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

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

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

#### **ARTICLE 13 - PERSONNEL**

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY's key personnel, or any personnel turnover which could adversely impact the AGENCY's ability to provide services as may be listed herein must be made known to the COUNTY's representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

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.

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



COUNTY.

All of the AGENCY's personnel (and all sub-Contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 14 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of Interlocal Agreements 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 Interlocal 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 Interlocal Agreement.

As a condition of entering into this Interlocal Agreement, 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 sub-contractors, 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 sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contractors 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 Interlocal Agreement and may result in termination of this Interlocal Agreement, disqualification or debarment of the company from participating in COUNTY Agreements, 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 sub-Agreements.

**ARTICLE 15 - REMEDIES**

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 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 AGENCY.

**ARTICLE 16 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

Failure to provide or adhere to the following information or activity in a timely fashion and in the format required will constitute a material breach of this Interlocal Agreement and may result in termination of this Interlocal Agreement.

In addition to its other obligations hereunder, the AGENCY agrees to comply with the following:

1. AGENCY shall maintain separate financial records for Interlocal Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services Department will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "C"** on accounting for all funds expended hereunder no later than 30 days from the Interlocal Agreement end date.
2. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. If approved for funding, a formal Interlocal Agreement shall be executed, and payment will be made by reimbursement of documented expenses.
3. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. This will be calculated based on payment schedule as determined by the COUNTY.
4. AGENCY must allow the DEPARTMENT to monitor AGENCY to assure that goals and conduct as outlined in the Scope of Work, **Exhibit A**, are adhered to. Non-compliance may impact future Agreement awards and/or funding level.
5. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Interlocal Agreement or as required by law
6. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs.
7. AGENCY must maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Interlocal Agreement for a period of not less than seven (7) years.

8. AGENCY must not expend funds received pursuant to this Interlocal Agreement with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.
9. AGENCY must comply with all of the provisions of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular) and 45 C.F.R. 75 –Uniform Administrative Requirements, Cost Principles and Audit Requirements for the Community Services Block Grant.
10. AGENCY must comply with the information contained in **Attachment 1** (Certification Regarding Lobbying Byrd Anti-Lobbying Amendment) and **Attachment 2** (Certification Debarment and Suspension).

**ARTICLE 17 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The CONTRACTOR, if prime sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.
- B. **AFFIRMATIVE STEPS** must include:
  1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**ARTICLE 18 - HIRING OF MECHANICS OR LABORERS**

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

**ARTICLE 19 - 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 seven (7) years after completion of this Interlocal Agreement, or until resolution of any audit findings and/or recommendations. 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.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on accounting for all funds expended hereunder no later than 30 days from the Interlocal Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Interlocal Agreement.

- a. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreements and grant revenue by sponsoring agency and Interlocal Agreement/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Natalie Diaz, CAP Program Manager  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Finance Manager and Financial Analyst.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, F.S. The IPA shall state that the audit complied with the applicable provisions noted above.

- e. The audit is due within 30 days after receipt of the financial audit report from the IPA or PA within nine (9) months after the close of the AGENCY's fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system(s) established by the AGENCY, has appropriate internal controls, checks the accuracy and reliability of accounting data, and promotes operating efficiency.

**ARTICLE 20 - 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, F.S. and 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 Interlocal Agreement.

**ARTICLE 21 - DRUG-FREE WORKPLACE**

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

1. 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.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee

assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the services that are under this Interlocal Agreement a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Interlocal Agreement services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, F.S., 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

**ARTICLE 22 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

**ARTICLE 23 - INDEPENDENT CONTRACT RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Interlocal Agreement, 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 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, contract or representation other than specifically provided for in this Interlocal Agreement.

**ARTICLE 24 - 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 Interlocal Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona

vide 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 Interlocal Agreement.

**ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractor 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 26 - 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 sub-contractor and without their fault or negligence. Such causes include, but are not limited to: acts of God; 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 Agreement.

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 sub-contractor fault or negligence, the Interlocal Agreement Schedule and/or any other affected provision of this Interlocal Agreement 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 27 - ARREARS**

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

**ARTICLE 28 - 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 Interlocal Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables,

photographs, videos, tape recordings or data relating to the Interlocal Agreement which have been created as a part of the AGENCY's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Interlocal Agreement, whether or not in privity of Interlocal Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 bases, reports and other data developed or purchased under this Interlocal Agreement for the COUNTY, 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 Interlocal Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Interlocal 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 in Palm Beach County Code, Section 2-421 – 2-440 as amended.

#### **ARTICLE 29 - TERMINATION**

This Interlocal Agreement may be terminated by the AGENCY and the COUNTY, in whole or in part, with cause upon five (5) business days written notice to the other party or without cause upon ten (10) business days written notice to the other party. Unless the AGENCY is in breach of this Interlocal Agreement, 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:

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

#### **ARTICLE 30 - SEVERABILITY**



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

**ARTICLE 31 - NOTICES**

All notices required in this Interlocal Agreement shall be sent by Certified Mail, Return Receipt Requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

Taruna Malhotra, Assistant Department Director  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Luisa Acosta  
C.O. Taylor/Kirklane Elementary School  
4200 Purdy Lane, Bldg. 50-101  
Palm Springs, FL 33461

**ARTICLE 32 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, agencies or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

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

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

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

#### **ARTICLE 33 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-agencies and AGENCY 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 Agreement may be terminated at the option of the COUNTY.
  
- B. **When Interlocal Agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractor 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 Interlocal Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Interlocal Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Interlocal Agreement renewal, if applicable.

#### **ARTICLE 34 - 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, F. S., 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 Interlocal Agreement.
  
- 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 Interlocal Agreement term and following completion of the Interlocal Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Interlocal Agreement 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 Interlocal Agreement, 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 Interlocal Agreement, 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 Interlocal Agreement. 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, F.S., TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 35 - CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY's employees, sub-contractor of AGENCY and employees of sub-contractor 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 Interlocal Agreement 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 Interlocal Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) 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 sub-contractors' employees upon conclusion of the Interlocal Agreement and return them to the COUNTY. If the AGENCY or its sub-contractor(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 sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 36 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY Interlocal Agreements, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, 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 interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 37 - 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 38 - 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 Interlocal Agreement.

**ARTICLE 39 - FACILITIES/OFFICE SPACE**

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises) upon availability at the following COUNTY locations:

810 Datura Street  
West Palm Beach, FL 33401

1440 Martin Luther King Boulevard  
Riviera Beach, FL 33404

1699 Wingfield Street  
Lake Worth, FL 33460

38754 State Road #80, Room #216  
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Interlocal Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **Exhibit D**, which is attached hereto and incorporated herein.

**ARTICLE 40 - DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

**ARTICLE 41 - DEBARMENT AND SUSPENSION**

A completed "Certification Regarding Debarment and Suspension" is required at time of contract execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Contract award.

This Contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE 42 - FEDERAL SYSTEM FOR AWARD MANAGEMENT**

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at [www.sam.gov](http://www.sam.gov)), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**ARTICLE 43 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance money.

**ARTICLE 44 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY**

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

**ARTICLE 45 - PROCUREMENT OF RECOVERED MATERIALS**

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency "(EPA)", at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

**ARTICLE 46 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT 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 47 – Counterparts**

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

**ARTICLE 48 - ENTIRETY OF INTERLOCAL AGREEMENT**

The COUNTY and the AGENCY both agree that this Interlocal Agreement sets forth the entire Interlocal 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 Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and AGENCY has hereunto sethis/her hand the day and year above written.

Joseph Abruzzo  
Clerk of the Circuit Court &  
Comptroller  
Palm Beach County

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

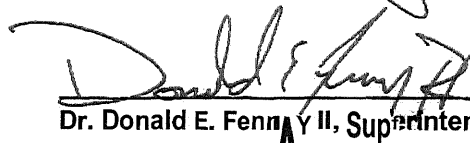
BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Dave Kerner, Mayor

AGENCY:

School Board of Palm Beach County, Florida  
Frank Barbieri- Chairperson  
Dr. Donald E. Fennoy II, Superintendent

  
\_\_\_\_\_  
Frank Barbieri- Chairperson

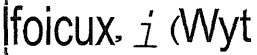
  
\_\_\_\_\_  
Dr. Donald E. Fennoy II, Superintendent


Reviewed and approved as to legal sufficiency:

Kimberly Hall Digitally signed by Kimberly Hall  
Date: 2020.11.03 15:03:04 OS'00'

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
  
\_\_\_\_\_  
BE3DE20B2223413  
Assistant County Attorney

DocuSigned by:  
  
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1450E4101E3040C  
Taruna Malhotra, Assistant Department Director  
Community Services Department

**SCOPE OF WORK & SERVICE UNIS  
2020 COMMUNITY SERVICES  
COMMUNITY SERVICES BLOCK GRANT**

**Agency Name:** School District of Palm Beach County, FL  
**Program Name:** Vocational Training and Skill Set Building Services  
**Target Audience:** Low Income Residents

**Overview:**

School District of Palm Beach County, Florida education centers provide AGE/GED, ESOL and Career and Technical Education programs. The Community Services Department clients will be able to access any program available through our sites. The Community Services Department will pay established tuition and fees for their clients. The Department of Adult & Community Education and the Community Services Department will establish processes to ensure that clients are approved for tuition and fee assistance before enrolling into programs.

**Services:**

The Agency shall provide AGE/GED classes which will include:

- TABE testing upon entry and exit of each term.
- Instruction every term students register (days and times vary depending on school site)
- Access to all instructional software which can be used in and outside of class.
- Career Counseling

The Agency shall provide ESOL classes which will include:

- CASAS testing upon entry and exit of each term
- Instruction every term they register (days and times vary depending on school sites)
- Access to all instructional software which can be used in and outside of class.
- Career Counseling

The Agency shall provide classes within the Career and Technical Education programs, which will include:

- Home Health Aide - Tuition includes registration fee, testing fee, scrubs, physical assessment kit, physical, fingerprinting, CPR certification and textbook. Total instructional hours: 165

- Phlebotomy - Tuition includes registration fee, testing fee, scrubs, physical assessment kit, physical, fingerprinting, CPR certification and textbook. Total instructional hours: 165
- Emergency Medical Responder - Tuition includes registration fee, testing fee, scrubs, physical assessment kit, physical, fingerprinting, CPR certification and textbook. Total instructional hours: 190
- Electrocardiograph Technology - Tuition includes registration fee, testing fee, scrubs, physical assessment kit, physical, fingerprinting, CPR certification and textbook. Total instructional hours: 465

The training offerings may change by semester, subject to availability of instructors and other factors. We will receive an update Training Schedule each semester to add to the trainings listed in this exhibit.”

**Reporting:**

Funded agencies will be required to report on the following performance indicators, on a quarterly basis:

**Report Due Dates:** January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>, of each grant year.

**Failure to submit the required report on the due dates may result in withholding of payment.**

**Outcomes: Vocational and Employment Services Report**

**FNPI 2h** The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills:\_\_\_\_\_

**FNPI 2f** The number of adults whom demonstrated improved basic education:\_\_\_\_\_

**Number of certificates issued: minimum of 4 clients**

**UNITS OF SERVICE RATE AND DEFINITION  
2020-2022 COMMUNITY ACTION PROGRAM CONTRACT**

**Agency:** School District of Palm Beach County, Florida  
**Services:** Vocational Training and Skillset Building Services

<b>Description</b>	<b>GY2020/21</b>	<b>GY2021/22</b>	<b>GY2022/23</b>	<b>Total Contract Amount</b>
Payments for services will be reimbursed for actual cost, as evidenced in general ledger and based on the completion of training and deliverable of certificate of completion.”	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$45,000</b>

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") [**Contract Number**] effective \_\_\_\_\_, 201\_\_\_\_\_, for \_\_\_[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by \_\_\_\_\_ **[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**USE OF AND RESTRICTIONS REGARDING  
THE PREMISES**

1. **License for Premises:** In addition to the available room in the buildings mentioned in Article 39 of the contract, the Agency shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow Agency access and use of the Premises. The Agency shall be entitled to use the Premises without charge. The County will provide the Agency with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The Agency accepts the Premises in "as is" condition. The Agency shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the County and the Agency of said use. The Agency shall, at Agency's sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Agency or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The Agency shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract and this Exhibit "D" without the prior written approval of the Director of the County's Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense; provided however, in the event the Agency damages the Premises, County shall complete the necessary repairs and the Agency shall reimburse County for all expenses incurred by County in doing so. Furthermore, County shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Agency.

4. **Waste and Nuisance:** The Agency shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. The Agency shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **County's Right to Enter:** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract, the rights to use County property granted to the Agency in this Contract and this Exhibit "D" amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to the Agency. Upon Agency's receipt of notice from County of the revocation of the license granted hereby, the Agency shall vacate the Premises within thirty (30) days, whereupon the Agency's rights of use pursuant to this Agreement and this Exhibit "D" shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises:** Upon expiration or earlier termination of the Agency's license to use the Premises, the Agency, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

8. **Indemnity:** To the extent permitted by law, Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Agency of the Premises or any part thereof; or any act, error or omission of Agency, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Agency or by Agency against any third party, then Agency shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**CERTIFICATION REGARDING LOBBYING**  
**BYRD ANTI-LOBBYING AMENDMENT**

**This Required Certification MUST be Submitted**

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date



**CERTIFICATION  
DEBARMENT AND SUSPENSION**

The Vendor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**COMPANY  
NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**COMPANY'S AUTHORIZED OFFICIAL:**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Signature**



DEPARTMENT OF COMMUNITY SERVICES  
Incident - Notification Form

FAA Agency: \_\_\_\_\_ Date Incident Occurred: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Email (Optional): \_\_\_\_\_ Phone #: \_\_\_\_\_

Method of Communication: (Please check the appropriate box)

- Drop Off
- Standard Mail
- Secured Line
- Certified Mail

Incidents Reported: (Please check the appropriate box)

➤ Timeline to notify Funder - Incidents related to Children should be notified between 2-4 hours.

- Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➤ Timeline to notify Funder - Incidents related to Adults should be notified between 4-8 hours.

- Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➤ Timeline to notify Funder (within 14 business days)

- Resignation/Termination of CEO, President, or CFO
- Resignation/Termination of key FAA funded staff
- FAA funded staff vacancy over 90 days
- Loss of funding from another Funder that could impact services
- Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- Other (Issues that impact service delivery to FAA clients) Specify ( \_\_\_\_\_ )

Summary of incident: (Do not include the name of client or staff involved in incident)

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*Will there be an investigation?*

- Yes
- No
- NA

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**Individual Completing Report: Print Name**

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**Position /Title**

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**Individual Completing Report: Signature**

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**Date**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2020

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 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> The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (561) 994-9994 FAX (A/C, No): (561) 997-7087 E-MAIL ADDRESS:	
<b>INSURED</b> School Board of Palm Beach County 3370 Forest Hill Blvd. Suite A-103 West Palm Beach FL 33406		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: School Board of Palm Beach INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: MASTER 20/21 REVISION NUMBER:

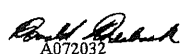
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Also applies to Child Abuse Abuse and Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ Included \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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 <input type="checkbox"/> N/A	SUBJECT TO INSURER A: FLA STATUTE 768.28	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for tort liability.

If you no longer wish to receive future School District certificates of self -insurance please email frontdesk@beacongroupinc.com and ask to be deleted from our certificate holder list.

<b>CERTIFICATE HOLDER</b> Palm Beach County BOCC 301 N Olive Ave. West Palm Beach, FL 33401	<b>CANCELLATION</b> 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 D Dresback, CPCU, ARM  A072032
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ACORD 25 (2014/01)  
INS025 (201401)

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