

INTERLOCAL AGREEMENT

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 **PALM BEACH STATE COLLEGE**, a political subdivision of the State of Florida, hereinafter referred to as the AGENCY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, whose federal tax I.D. number is **59-1216000**.

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 Community Services Block Grant (CSBG) and other funding sources are being used to provide training opportunities that would prepare residents for such jobs; and

WHEREAS, there is a need to coordinate with community partners such as Palm Beach State College 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 **EXHIBIT A – SCOPE OF WORK AND SERVICES** and **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**. The AGENCY also agrees to provide deliverables, including reports, as specified in **ARTICLE 16 – PROGRAMMATIC REQUIREMENTS**. 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 Interlocal 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 Interlocal Agreement; (3) the federal award or funding document for this Interlocal Agreement; (4) the provisions of the Interlocal Agreement, including **EXHIBIT A**; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 - SCHEDULE

The AGENCY shall commence services on May 1, 2021 and complete services on September 30, 2022.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A**, **EXHIBIT B**, and **ARTICLE 16 – PROGRAMMATIC REQUIREMENTS**.

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

ARTICLE 5 - PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Interlocal Agreement for all services and materials shall not exceed a total Interlocal Agreement amount of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)**.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT A** and **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 year are set forth in **EXHIBIT A** and **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, and 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 may 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, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All subcontractor 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 grant 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 ten (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 ten (10%) may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over ten (10%) must be approved by the Board of County Commissioners.

ARTICLE 9 - INSURANCE

AGENCY is a governmental entity subject to the limitations of section 768.28, Florida Statutes, 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 Interlocal 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 Interlocal Agreement.

ARTICLE 10 - INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and 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 Interlocal Agreement 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.

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. 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 subcontractors), 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 contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the 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 subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Interlocal Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Interlocal Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

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 contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 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 - 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 must 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 by service category, delineating program and administrative costs, to the general ledger on a monthly basis.
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 contract shall be executed, and payment will be made by reimbursement of documented expenses.
3. AGENCY shall promptly reimburse the COUNTY for any funds that 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 **EXHIBIT A - SCOPE OF WORK AND SERVICES** are adhered to. Non-compliance may impact future contract 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 that 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 nonprofit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no nonprofit 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 **EXHIBIT E** (SubAward Data), **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 AGENCY, if prime subcontracts 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 (MUST INCLUDE IN FEDERAL CONTRACT IN EXCESS OF \$100,000!)

For those solicitations and contracts including the employment of mechanics or laborers, the Interlocal Agreement 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 Contract, 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**, accounting for all funds expended hereunder no later than 30 days from the Contract end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, 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, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

- 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 contracts, agreements and grant revenue by sponsoring

agency and contract/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
teaton@pbcgov.org

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal 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, Florida Statutes. 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 audited report from the IPA or PA within nine (9) months after the close of the AGENCY'S fiscal year.
- f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, have appropriate internal controls, verifying the accuracy and reliability of accounting data, and promoting 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, Florida Statutes, 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 that 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, and the nature of work that the AGENCY may undertake and shall 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 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 providing the services that are under Interlocal Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or 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.
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, for 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, Florida Statutes.

ARTICLE 22 - AMERICANS WITH DISABILITIES ACT (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 CONTRACTOR 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 Interlocal Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, 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 fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY 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 section 287.133(3)(a), Florida Statutes.

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 subcontractors 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 Interlocal 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 subcontractor's 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 contract, 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, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data 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 upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Interlocal Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this 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-contracts 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. If sent to the COUNTY, notices shall be addressed 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:

David Chojnacki, Assistant Director of Procurement
Palm Beach State College
4200 Congress Avenue, PS # 101
Lake Worth, FL 33461-4796

AGENCY Contract Administrator is Deborah Gordon, Palm Beach State College's Business and Education Development Partner, Corporate and Continuing Education Administration.

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 2 CFR 200.

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 that 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 section 287.135, Florida Statutes, 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida

Statutes 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 Interlocal Agreement may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors, and AGENCY 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 section 215.473, Florida Statutes 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 section 287.135, Florida Statutes. 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, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this 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, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its 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 subcontractors' employees upon conclusion of the Interlocal Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 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 contracts, 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 Interlocal 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, Florida Statutes, 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 - 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 39 - 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 40 - FACILITIES/OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

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 41 - DEBARMENT AND SUSPENSION

A completed **Attachment 2 - Certification Regarding Debarment and Suspension** is required at time of Interlocal Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and sub-agencies after Interlocal Agreement award.

This Interlocal Agreement 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 while this Interlocal Agreement is valid and throughout the period of any contract that may arise from this Interlocal Agreement, 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.

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), 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 subcontract exceeding \$100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Interlocal Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Interlocal Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 - 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 46 - PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency "(EPA)", at 40 C.F.R. 247.1 et seq., 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 47 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The AGENCY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the AGENCY'S actions pertaining to this Interlocal Agreement.

ARTICLE 48 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with the False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subrecipient under the Interlocal Agreement. (31 U.S.C. § 3729).

ARTICLE 49 - REGULATIONS

The AGENCY shall comply with all federal, state and local 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, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 - 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 subcontractors performing the duties and obligations of this Interlocal Agreement 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 subcontractors an affidavit stating that the subcontractor 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 subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Interlocal Agreement which requires a longer retention period.

COUNTY shall terminate this Interlocal Agreement if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Interlocal Agreement 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 Interlocal Agreement 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 51 - 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.

ARTICLE 52 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Interlocal Agreement, this Interlocal Agreement shall control.

The COUNTY and the AGENCY both further 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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 set his/her hand the day and year above written.

ATTEST:

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

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

Palm Beach State College

AGENCY'S Name Typed

DocuSigned by:
James E. Duffie

AGENCY'S Signatory Name

Vice President Finance and Administration

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hvigd

Assistant County Attorney

DocuSigned by:
Taruna Malhotra

Taruna Malhotra, Assistant Director
Community Services Department

**IINTERLOCAL AGREEMENT
2021-2022 COMMUNITY SERVICES BLOCK GRANT**

SCOPE OF WORK & SERVICES

AGENCY: Palm Beach State College
PROGRAM: Vocational Training
PRIORITY AUDIENCE: Low Income Residents

OVERVIEW

Palm Beach State College provides Adult Vocational programs. Community Services Department clients will be able to access any program available through AGENCY sites. The DEPARTMENT will pay established tuition and fees for clients. AGENCY and the DEPARTMENT will establish processes to ensure that clients are approved for tuition and fee assistance before enrolling into programs.

SERVICES

AGENCY shall provide vocational training classes that will include:

- Barbering Total instructional hours: 1200
- Cosmetology Total instructional hours: 1200
- Heavy Equipment Mechanic Total instructional hours: 1800
- Network Security Total instructional hours: 30
- Network Support Technician Total instructional hours: 21
- Welding Total instructional hours: 1050
- Patient Care Assistant Total instructional hours: 290

Selected training courses are based on a Community Training Needs Assessment conducted by the DEPARTMENT. Listed outcome of the Assessment is based on fiscal year funding availability. Payment for the courses are not contingent on full participation of registrants.

The vocational training offerings may change by semester, and is subject to availability of instructors and other factors. Palm Beach State College will provide an updated Vocational Training Schedule each semester to add to the trainings listed in this exhibit.

COST SCHEDULE

Barbering (5395) - College Program Cost for In-State Students

* This program is longer than one academic year and shorter than two academic years in length (1200 clock hours)

Expense	
Tuition / Fees	\$4,000
Books/Supplies	\$217
Total	\$4, 217

* Residency Requirement: Estimated Cost of the program for In-State Students - \$4,217

* Program offered at the Belle Glade Campus

Cosmetology (5357) - College Program Cost for In-State Students

* This program is longer than one academic year and shorter than two academic years in length (1200 clock hours)

Expense	
Tuition / Fees	\$3,936
Books/Supplies	\$174
Total	\$4,110

* Residency Requirement: Estimated Cost of the program for In-State Students - \$4,110

* Program offered at the Lake Worth and Belle Glade Campus

Heavy Equipment Mechanic (5456) - College Program Cost for In-State Students

* This program is two academic years in length (1800 clock hours)

Expense	
Tuition / Fees	\$5,004
Books/Supplies	\$505
Total	\$5,509

* Residency Requirement: Estimated Cost of the program for In-State Students - \$5,509

* Program offered at the Belle Glade Campus

Welding Technology (5460) - College Program Cost for In-State Students

* This program is longer than one academic year and shorter than two academic years in length (1050 clock hours)

Expense	
Tuition / Fees	\$3,250
Books/Supplies	\$471
Other (uniform shirts)	\$60
Total	\$3,781

* Residency Requirement: Estimated Cost of the program for In-State Students - \$3,721

* Program offered at the Lake Worth campus and Belle Glade Campus

* Uniform Shirts: \$12 per shirt - recommended 5 for each day

Network Security CCC - College Program Cost for In-State Students

* Approximate program length: two semesters, nine months (30 Program Credits)

Expense	
Tuition / Fees	\$3,030
Books/Supplies	\$1,800
Total	\$4,830

* Residency Requirement: Estimated Cost of the program for In-State Students - \$4,830

* Program offered at the Lake Worth Campus

Network Support Technician CCC - College Program Cost for In-State Students

* Approximate program length: two semesters - nine months (21 Program Credits)

Expense	
Tuition / Fees	\$2,121
Books/Supplies	\$1,800
Total	\$3,921

* Residency Requirement: Estimated Cost of the program for In-State Students - \$3,921

* Program offered at the Lake Worth Campus

Patient Care Assistant (5233) CCP - College Program Cost for In-State Students

* Approximate length: 3 1/2 months (290 clock hours). Program is offered as a full-time day program (Spring, Summer and Fall terms) and a evening program (Spring, and Fall Terms)

Expense	
Tuition / Fees	\$1,000
Program Required Items:	
<ul style="list-style-type: none"> • Uniforms/Supplies (white shoes, watch, headphones etc.) 	\$100
<ul style="list-style-type: none"> • Liability/Medical Insurance (Included in Course Fees) 	\$90
<ul style="list-style-type: none"> • Medical Vaccinations and Physical 	Depends on Student Immunity: Around \$300
<ul style="list-style-type: none"> • Background and Drug Screenings (With Database Access Fee) 	\$170
<ul style="list-style-type: none"> • Required Program Books 	\$80
<ul style="list-style-type: none"> • State Board Exam (Prometric) Fees 	\$155
Total	\$1,895

* Residency Requirement: Estimated Cost of the program for In-State Students - \$1,895

* Program offered at the Lake Worth and Belle Glade Campus

***Approximate program length**

PSAV is now Career Certificate Program (CCP)

College Credit Certificate (CCC)

FUNDING SOURCES

- Tuition fees will be paid through the Community Services Block Grant (CSBG)
- Additional fees (labs, uniforms, books and supplies etc.) will be paid through other COUNTY funding sources.

REPORTING

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

- The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

Report Due Dates: January 10th, April 10th, July 10th, and October 10th, of each grant year.

Number of certificates, credentials or degrees to be issued: Minimum of 3 clients

**UNITS OF SERVICE RATE AND DEFINITION
2021-2022 COMMUNITY ACTION PROGRAM CONTRACT**

AGENCY: Palm Beach State College
SERVICES: Vocational Training

Description	Total Contract Amount
Payments for services will be reimbursed based on proof of enrollment required for payment of tuition.	\$15,000.00

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

EXHIBIT D

**USE OF AND RESTRICTIONS REGARDING
THE PREMISES**

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Interlocal Agreement and once requested and approved by the DEPARTMENT, 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 Interlocal Agreement and this exhibit 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 Interlocal Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Interlocal Agreement, the rights to use COUNTY property granted to the AGENCY in this Interlocal Agreement and this exhibit 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 Interlocal Agreement and this exhibit 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 Interlocal Agreement, reasonable wear and tear excepted.

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 Interlocal 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.

EXHIBIT E

SubAward Data¹

(i)	Sub-Recipient Name	Palm Beach State College
(ii)	Sub-Recipient Unique Entity Identifier:	59-1216000
(iii)	Federal Award Identification Number (FAIN):	G2001FLCOSR
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	02/28/20
(v)	Sub-award Period of Performance Start Date:	October 1, 2020
	Sub-award Period of Performance End Date:	September 30, 2021
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-Recipient:	\$15,000
(vii)	Total Amount of Federal Funds Obligated to the Sub-Recipient by the Pass-Through Entity Including the Current Obligation:	\$15,000
(viii)	Total Amount of the Federal Award Committed to the Sub-Recipient by the Pass-Through Entity:	\$15,000
(ix)	Federal Award Project Description:	Assistance for self-sufficiency and emergency services to low income individuals
(x)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services (HHS)
(xi)	Name of Pass-Through Entity:	Palm Beach County Board of County Commissioners
(xii)	Contact Information for Federal Awarding Official:	Ken Lawson, Executive Director Department of Economic Opportunity
(xiii)	Contact Information for Palm Beach County Authorizing Official:	Dave Kerner dkerner@pbcgov.org
(xiv)	Contact Information for Palm Beach County Project Director:	Natalie Diaz Rodriguez NDiazRod@pbcgov.org
(xv)	CFDA Number and Name:	93.569 Community Services Block Grant

¹ This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent sub-award modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and sub-award.

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, Palm Beach State College, 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.

DocuSigned by:
James E. Duffie
FF5FFAEC109B4F9
Signature of Vendor's Authorized Official

James E. Duffie Vice President Finance and Administration
Name and Title of Vendor's Authorized Official

6/14/2021
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: Palm Beach State College

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

James E. Duffie Vice President Finance and Administration

Name and Title _____

DocuSigned by:
James E. Duffie
Signature _____

6/14/2021
Date _____