

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Contract for Ending the HIV Epidemic (EHE): A Plan for America Initiative with the District Board of Trustees of Palm Beach State College (PBSC), to become effective upon the date of execution by the Palm Beach County Board of County Commissioners (BCC) and remain in effect until February 29, 2028 (initial term), with the option to renew for two (2) additional one (1) year term(s), in a total amount of \$250,000, of which \$50,000 is budgeted in Grant Year (GY) 2025, with an anticipated annual allocation of \$50,000 in each subsequent GY, contingent upon budgetary appropriation by the BCC and subject to funding approval by the U.S Department of Health and Human Services (HHS) and Health Resources Services Administration (HRSA).

Summary: Vocational training funds are provided by the EHE grant and are allocated based on the amount of funding received each GY. PBSC will provide skill set and vocational /employment training to eligible Palm Beach County (County) residents. An estimated 25 clients are expected to complete vocational training and obtain a credential or certificate during GY 2025. Vocational training empowers persons with HIV/AIDS to achieve economic self-sufficiency, improving long-term access to stable housing, food, transportation, and health care, while reducing dependence on publicly funded HIV/AIDS support programs such as Ryan White (RW).

On January 7, 2025, the BCC ratified the Mayor’s signature on the EHE grant application (R2025-0020). This grant focuses on reducing HIV/AIDS infections by 90% in the United States by 2030. **No County match is required. Countywide (JBR)**

Background and Justification: The County has been receiving the EHE grant since 2020. A Comprehensive HIV Community Needs Assessment is conducted every three (3) years to assess service gaps, with funding allocation and annual work plan goals established based on the EHE and the County’s Integrated HIV/AIDS Prevention & Care Plan.

- Attachments:**
1. Interlocal Contract with PBSC

Recommended By:

DocuSigned by:
Taruna Malhotra
1459E4101E1049C

 11/3/2025
Department Director Date
Approved By:



 11/16/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	79,167	50,000	50,000	50,000	20,833
External Revenue	(79,167)	(50,000)	(50,000)	(50,000)	(20,833)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
Does this item include the use of federal funds? Yes X No
Does this item include the use of state funds? Yes No X

Budget Account No.:
Fund 1010 Dept 142 Unit 1481 Object Var Program Code Var Program Period Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding source is the U.S. Department of Health and Human Services. No County funding is required.

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC8C7CC5BC4A4...

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB

11/5/2025

11/5

Edw 11.5.25

Contract Development and Control

11/12/25

26 11.7.25

11-12 - 25 TW

B. Legal Sufficiency:

Assistant County Attorney

11/13/2025

C. Other Department Review:

Department Director

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

INTERLOCAL CONTRACT

This Interlocal Contract is made as of the 2nd day of December 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **The District Board of Trustees of Palm Beach State College**, hereinafter referred to as the AGENCY, each one constituting a public agency as defined in Part 1 of Chapter 163, Florida Statutes, whose Federal Tax I.D. 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, the need to coordinate with community partners such as Palm Beach State College to provide such trainings, especially to Palm Beach County eligible residents, to increase economic self-sufficiency; 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 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 FUNDED SERVICES

The AGENCY agrees to provide Vocational Training and Skill Set Building services to residents of Palm Beach County as set forth in **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 19 AGENCY'S 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 receiving funds must be an agency within Palm Beach County and 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 recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs 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 Contract; (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 Contract; (3) the federal award or funding document for this Interlocal Contract; (4) the provisions of the Interlocal Contract, including **EXHIBIT A** and **EXHIBIT B**, and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Interlocal Contract shall become effective upon the date of execution by the Palm Beach County Board of County Commissioners until February 29, 2028 (initial term) with the option to renew for two (2) additional one (1) year term(s) unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

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

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 19 AGENCY'S PROGRAMMATIC REQUIREMENTS**.

ARTICLE 5 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Interlocal Contract for all services and materials shall not exceed a total Interlocal Contract amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00), OF WHICH FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) IS BUDGETED IN GRANT YEAR 2025 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) TO BE BUDGETED IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS INTERLOCAL CONTRACT.**

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 Contract are set forth in **EXHIBIT B**. All requests for payments of this Interlocal Contract 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 Contract. Any amounts not submitted to the COUNTY 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 Contract 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 Contract. 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 Contract 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 AGENCY 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 the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the 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 subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor Contracts must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an Contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Interlocal Contract 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, and received from the United States Government under 42 U.S.C. § 243(c);-300ff-11 et seq., U.S Department of Health and Human Services (HHS).

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Interlocal Contract 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 Contract are accurate, complete and

current as of the date of the Interlocal Contract and no higher than those charged to 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 consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

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

Any increase or decrease of funding within the designated Interlocal Contract amount may be approved in writing by the DEPARTMENT Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Interlocal Contract amount during the Interlocal Contract term. Such requests for changes must be made in writing by the AGENCY to the DEPARTMENT Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that grantor reduces the grant amount to the COUNTY, the COUNTY will notify the AGENCY in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.

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 Interlocal Contract. 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 the Interlocal Contract, 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. Worker's 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 Contract.

ARTICLE 10 INDEMNIFICATION

Subject to 768.28, F.S. 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 Contract or due to the acts or omissions of AGENCY. AGENCY will not indemnify County for County's own negligence.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Interlocal Contract. The AGENCY also agrees that funds made available pursuant to this Interlocal Contract shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

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 Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Interlocal Contract 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 a 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; however, 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 hereinunder 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 Contract, 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 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Interlocal Contract.

If a subcontractor fails to perform or make progress, as required by this Interlocal Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 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 R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, 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, 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 Contract that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract. 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 Contract and may result in termination of this Contract, 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 16 REMEDIES

This Interlocal Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal Contract 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 Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Interlocal 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 one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 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 Contract and may result in termination of this Interlocal Contract.

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

1. AGENCY must maintain separate financial records for Interlocal Contract 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.
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 Contract 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 Contract for a period of not less than seven (7) years.

8. AGENCY must not expend funds received pursuant to this Interlocal Contract 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 were no nonprofit entities available to provide the quality service.
9. AGENCY must comply with all of the provisions of 2 C.F.R. Parts 200 and 300 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular).
10. AGENCY must comply with the information contained in **EXHIBIT D - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING, EXHIBIT E - CERTIFICATION DEBARMENT AND SUSPENSION, EXHIBIT F - ASSURANCE OF COMPLIANCE and EXHIBIT G - ASSURANCE OF NON COMPLIANCE.**
11. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Interlocal Contract, and will include, at a minimum:
 - a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Interlocal Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

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 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 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 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Interlocal Contract.

- 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 and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to Fiscal Manager at teaton@pbcgov.org.

- 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 (9) months after the end 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, noting 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 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, 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 Contract.

ARTICLE 21 DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, 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.
- C. Give each employee engaged in providing the services that are under Interlocal Contract a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Interlocal Contract, 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.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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 Contract, 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 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 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 Contract.

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 Contract 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 Contract.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections. 287.132-133, Florida Statutes, by entering into this Interlocal Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors 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 sections 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.

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 subcontractors fault or negligence, the Interlocal Contract Schedule and/or any other affected provision of this Interlocal Contract 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 Contract.

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 Contract.

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 Contract 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 Contract, whether or not in privity of Interlocal Contract 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 base, reports and other data developed, or purchased, under this Interlocal Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, Contracts, 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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Interlocal Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Interlocal Contract 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 Contract 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 Contract, 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 subcontracts 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.

In the event the grant to the COUNTY under the U.S Department of Health and Human Services (HHS) Program, 42 U.S.C. § 243(c);300ff-11 et seq., is suspended or terminated, this Interlocal Contract shall be immediately terminated effective on the date the U.S Department of Health and Human Services (HHS) notifies the COUNTY of the suspension or termination.

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Interlocal Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Interlocal Contract and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 32 NOTICES

All notices required in this Interlocal Contract 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:

EHE Program Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

James Duffie, Vice President of Finance and Administration

The District Board of Trustees of Palm Beach State College
4200 Congress Avenue
Lake Worth, Florida 33461

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, 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 Part 200, Subpart F and 2 CFR 200, Subpart D .

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 is 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 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Interlocal Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants 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 sections 215.4725, Florida Statutes. Pursuant to sections 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 Contract may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in sections 287.135, Florida Statutes, by entering into this Interlocal Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies 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 sections 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 Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Interlocal Contract shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Interlocal Contract renewal, if applicable.

ARTICLE 35 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 Contract.
- 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 Contract term and following completion of the Interlocal Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Interlocal Contract 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 Contract, 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 Contract, 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 Contract. 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 CONTRACT, 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 36 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 Contract 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 Contract 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 Contract 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 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The AGENCY is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the AGENCY and its subcontractors and

lower tier subcontractors. The AGNECY understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the AGENCY or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the AGENC to be a material breach of this Contract justifying its termination. However, if the AGENCY claims a material breach under this clause, the AGENCY will be financially responsible for any services rendered prior to the material breach.

ARTICLE 38 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 39 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 40 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 Contract.

ARTICLE 41 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 Contract. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT C**, which is attached hereto and incorporated herein.

ARTICLE 42 DEBARMENT AND SUSPENSION

A completed **EXHIBIT E - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required at time of Interlocal 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 Interlocal Contract award.

This Interlocal 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 while this Interlocal Contract is valid and throughout the period of any contract that may arise from this Interlocal Contract, 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 43 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 44 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 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

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 45 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 which arises or is developed in the course of or under this Interlocal Contract. The COUNTY shall hold the copyright to works produced or purchased under this Interlocal Contract. 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 46 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 47 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 48 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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 Contract.

ARTICLE 49 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 subcontractor under the Interlocal Contract. (31 U.S.C. § 3729;18 U.S.C. §§ 287 and 1001).

ARTICLE 50 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 51 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY’S subcontractors performing the duties and obligations of this Interlocal Contract are registered with the E-Verify System, 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 Contract which requires a longer retention period.

COUNTY shall terminate this Interlocal Contract 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 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 Interlocal 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 52 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Interlocal Contract or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the

previous five (5) years.

ARTICLE 53 COUNTERPARTS

This Interlocal Contract, 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 Contract. The COUNTY may execute the Interlocal Contract through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Interlocal Contract sets forth the entire Interlocal Contract 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 Contract 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 Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
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: _____
Sara Baxter, Mayor

AGENCY:
The District Board of Trustees of Palm Beach
State College

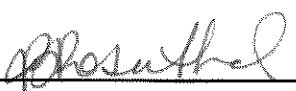
BY:  _____
Authorized Signature

James Duffie, CPA, Vice President, Finance and Administration

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:  
Assistant County Attorney

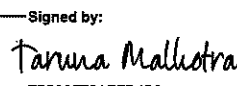
BY:  _____
75093178AFFB4B2...
Department Director

EXHIBIT A

INTERLOCAL CONTRACT SCOPE OF WORK & SERVICES

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 based on published Vocational Training Schedule, subject to change by semester, and based on availability of instructors and other factors. Palm Beach State College will provide an updated Vocational Training Schedule to DEPARTMENT in advance of each semester. Payment for courses are not contingent on completion of courses by registrants.

REPORTING

AGENCY shall report to DEPARTMENT outcome dispositions for each client approved for tuition and fee assistance, including milestone events of course enrollment, course drop/withdrawal/disenrollment, course completion, and obtaining a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills. Disposition reporting shall be due within 30 days of a milestone event occurrence.

EXHIBIT A

2025 VOCATIONAL TRAINING PROGRAMS

COST SCHEDULE

Estimates: In-State Dependent Student - Cost of Attendance for program length

*Barbering (CCP - 900 clock hours)

Full-time: 11 months, Part-time: 15 months

Expenses	
Tuition / Fees	\$2,637
Books, Course Materials, Supplies, Equipment / Supplies	\$858
Total	\$3,495

**Total instructional hours decreased from 1200 to 900 clock hours
Estimated Cost of the program for In-State Dependent Student - \$3,495
Cost of program is based on the information program provided - 2023-2024
Program offered at the Belle Glade Campus*

Cosmetology (CCP - 1200 clock hours)

This program is longer than one academic year and shorter than two academic years in length

Expenses	
Tuition / Fees	\$4,400
Books, Course Materials, Supplies, Equipment / Supplies	\$360
Total	\$4,760

*Estimated Cost of program for In-State Dependent Student - \$4,760
Program offered at the Lake Worth and Belle Glade Campus*

EXHIBIT A

***Diesel Systems Technician (CCP - 1050 clock hours)**

This program is longer than one academic year and shorter than two academic years in length

Expenses	
Tuition / Fees	\$3,736
Books, Course Materials, Supplies, Equipment / Supplies	\$310
Total	\$4,046

** Heavy Equipment Mechanic (1800 clock hours) program eliminated*
Estimated Cost of the program for In-State Dependent Student - \$4,046
Program offered at the Lake Worth and Belle Glade Campus

Network Security (CCC - 30 credit program)

* Approximate program length: two semesters - nine months

Expenses	
Tuition / Fees	\$3,080
Books, Course Materials, Supplies, Equipment / Supplies	\$100
Total	\$3,180

Cost of program is based on the information program provided - 2023-2024
Estimated Cost of the program for In-State Dependent Student - \$3,180
Program offered at the Lake Worth Campus

Network Support Technician - (CCC - 21 credit program)

Approximate program length: two semesters - nine months

Expenses	
Tuition / Fees	\$2,171
Books, Course Materials, Supplies, Equipment / Supplies	\$100
Total	\$2,271

Cost of program is based on the information program provided - 2023-2024
Estimated Cost of the program for In-State Dependent Student - \$2,271
Program offered at the Lake Worth Campus

Patient Care Assistance (CCP 290 clock hours)

Approximate length: 3 ½ months. Program is offered as a full-time day program (Spring, Summer and Fall terms) and an evening program (Spring, and Fall terms)

Expenses	
Tuition / Fees	\$896
Books, Course Materials, Supplies, Equipment / Supplies	\$180
Uniforms (white shoes, watch, headphones etc.)	\$100
Other: (Background and Drug Screening, State Board Exam Fees)	\$325
Medical Vaccinations and Physical – Depends on Student Immunity	\$300
Total	\$1,801

Cost of program is based on the information program provided - 2023-2024
Estimated Cost of the program for In-State Dependent Student - \$1,801
Program offered at the Lake Worth Campus

EXHIBIT A

Welding (CCP-1050 clock hours)

This program is longer than one academic year and shorter than two academic years in length

Expenses	
Tuition / Fees	\$3,630
Books, Course Materials, Supplies, Equipment / Supplies	\$300
Total	\$3,930

Cost of program is based on the information program provided - 2023-2024

Estimated Cost of the program for In-State Dependent Student - \$3,930

Program offered at the Lake Worth and Belle Glade Campus

Phlebotomy (CCE- 45 hours)

Approximate length: over 7 ½ weeks

Expenses	
Tuition / Fees	\$655
Book(s)	\$ 87
Course Materials, Supplies, Equipment, Certification Test	\$125
Total	\$867

Estimated Cost of the program for In-State Dependent Students – \$867.00

Cost of the program is based on the information program provided - 2024-2025

Program offered at the Lake Worth Campus(s)

*Corporate and Continuing Education (CCE)

- CCP – Career Certificate Program
- CCC – College Credit Certificate
- CCE – Corporate and Continuing Education

EXHIBIT B

UNITS OF SERVICE RATE AND DEFINITION
2025 – 2029

Palm Beach State College-Vocational Training						
Vocational Training Services	GY25	GY26	GY27	GY28	GY29	Total
Payment for services will be reimbursed based on the published Vocational Training Programs cost schedule upon proof of enrollment*	50,000	50,000	50,000	50,000	50,000	250,000
Total	50,000	50,000	50,000	50,000	50,000	250,000

*Vocational Training Programs Cost Schedule Exhibit A, may be subject to change periodically.

EXHIBIT C

**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 Contract/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 Contract/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 Contract/Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/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 Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

EXHIBIT C

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 Contract/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 Contract/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 D

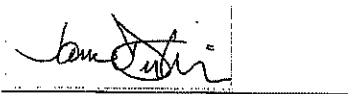
CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

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.



Signature of Vendor's Authorized Official

James Duffie, CPA, Vice President, Finance & Administration
Name and Title of Vendor'

10/24/2025
Date

EXHIBIT E

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.

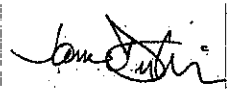
COMPANY NAME: Palm Beach State College

ADDRESS: 4200 S Congress Ave, Lake Worth, FL 33461

COMPANY'S AUTHORIZED OFFICIAL:

James Duffie, CPA, Vice President, Finance & Administration

Name and Title



Signature

10/24/2025

Date

EXHIBIT F

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

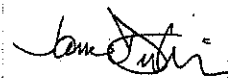
- 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

10/24/2025

Date



James Duffie, CPA, Vice President, Finance & Administration
Signature and Title of Authorized Official

Palm Beach State College

Name of Applicant or Recipient

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Previous Edition Usable
- Authorized for Local Reproduction
- Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT G

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	James Duffie, CPA, Vice President, Finance & Administration
APPLICANT ORGANIZATION	DATE SUBMITTED
Palm Beach State College	10/24/2025

MEMORANDUM

Date: March 26, 2024

To: James E. Duffie, Vice President, Finance and Administration
Jennifer Alvarez, Procurement Director

From: Ava L Parker, J.D., President 

Re: Delegation of Authority

In accordance with Palm Beach State College Board Policies 1.31 and 4.11, the President may delegate the authority to execute contracts and approve award recommendations or reject bids and proposals to appropriate College staff up to the amount specified in Section 287.017, Florida Statutes, for Category Five.

Execution of Contracts

Contracts previously awarded pursuant to Board Policy may be executed by the staff noted below:

- Contracts of all values awarded by the District Board of Trustees may be executed by the President or designee.
- Contracts valued between \$65,001 and \$325,000 may be executed by the Vice President of Finance and Administration.
- Contracts valued up to \$65,000 may be executed by the Procurement Director.

Recommendations for Award or Rejection

Recommendations to award or reject contracts up to the amount specified in Section 287.017, Florida Statutes, for Category Five may be approved by the Procurement Director.

Authorization to Issue Purchase Orders

The Procurement Director is hereby authorized to approve all purchasing requisitions and purchase orders once appropriate approvals are granted pursuant to Policy. The Procurement Director may further delegate approval authority of requisitions and purchase orders to staff as appropriate.

Emergency Procurement

The Procurement Director is hereby authorized, up to the amount specified in Section 287.017, Florida Statutes, for Category Five to waive solicitation requirements in emergencies when there

is an imminent threat to students, employees, or public safety, or to prevent damage to the facilities caused by unexpected circumstances, or to ensure continuity of operations.

The President may authorize the waiver of solicitation requirements and approve necessary procurement actions valued above the amount specified in Section 287.017, Florida Statutes, for Category Five in emergencies when there is an imminent threat to students, employees, or public safety, or to prevent damage to the facilities caused by unexpected circumstances, or to ensure continuity of operations.

President's Designee during Absence

During absences from office, the Vice President of Finance and Administration is my authorized designee to execute all authorities enumerated herein.

Previous Delegations Rescinded

All previous delegations of authority related to procurement actions are hereby rescinded and superseded by this delegation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2025

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER

Arthur J. Gallagher Risk Management Services, LLC
200 South Orange Avenue
Orlando FL 32801

CONTACT NAME:

PHONE (A/C, No, Ext): 407-370-2320

FAX (A/C, No): 407-370-3057

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Qualified Self Insurer	
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Palm Beach State College
4200 Congress Avenue
Lake Worth, FL 33461-4796

COVERAGES

CERTIFICATE NUMBER: 122711363

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RM20250301	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ea Occurrence Agg \$ 200,000 \$ \$ \$ \$ \$ \$ 300,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RM20250301	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 200,000 \$ 300,000 \$ included \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	SP4068114	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ 2,000,000 \$ 2,000,000

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

GL & AL: Self Insured per Florida Statute 768.28. WC: Statutory, Excess of \$750,000 Self Insured Retention.

Vocational Training Courses

CERTIFICATE HOLDER

Palm Beach County Community Services Department
301 N. Olive Avenue
West Palm Beach FL 33401

CANCELLATION

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

Michael J. [Signature]

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