

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
Submitted By: Community Services
Submitted For: Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to retroactively approve:

- A) a Contract for Provision of Services with Palm Beach County Food Bank, Inc. (PBCFB), for the period of February 1, 2026 through September 30, 2028, in a total amount of \$30,000, of which \$10,000 is budgeted in Fiscal Year (FY) 2026, with an anticipated annual allocation of \$10,000 for each subsequent FY, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), for the term of the Contract, to provide essential workforce skills training, including culinary training, offering comprehensive culinary skill development, job readiness preparation, and placement assistance for Palm Beach County (County) residents facing barriers to employment; and
- B) an Interlocal Contract with The District Board of Trustees Palm Beach State College (PBSC), for the period of February 1, 2026 through September 30, 2028, in a total amount of \$90,000, of which \$30,000 is budgeted in FY 2026, with an anticipated annual allocation of \$30,000 for each subsequent FY, contingent upon a budgetary appropriation by the BCC for the term of the Contract, to provide vocational training to low-income County residents.

Summary: PBCFB was selected through the Community Action Program (CAP) Grant Year (GY) 2026 Community Services Block Grant (CSBG) Request for Proposal (RFP) process, and PBSC was selected as a sole-source provider due to its accreditation, industry partnership, established training facilities, and ability to offer state-approved credentialing programs not available through other local providers. Skill-set building and vocational/employment training services are funded by the CSBG and are allocated annually based on the amount of funding received each GY. These services will be delivered to low-income individuals residing in the County. The skill-set building category includes training in computer literacy, life skills, work readiness, and financial budgeting. The vocational/employment training category provides instruction in trades such as plumbing, welding, security, childcare, and various other vocational fields. In GY 2025, the Family Self-Sufficiency Program (FSSP) enrolled 151 clients, with 50 completing vocational training. Participants also received supportive skill-set building services, including resume writing, soft skills development, and financial management, to enhance their ability to obtain and maintain employment. Additionally, clients enrolled in the FSSP receive supportive services such as utility assistance, rental assistance, and referrals to community resources throughout their participation in the program.

These GY 2026 CSBG funded programs are expected to serve approximately 250 participants across both programs. The number of clients served is based on the grant allocation, training cost, and client needs. Retroactive approval is requested due to an extended negotiation process. **No County funds are required.** Countywide (JBR)

Background and Justification: The CAP, through its CSBG, provides skill-set building and vocational/employment training to low-income County residents through non-profit entities and local government entities. Non-profit entities that provide these services are exempt from the purchasing code.

Attachments:

1. Contract for Provision of Services with Palm Beach County Food Bank, Inc.
2. Interlocal Contract with The District Board of Trustees Palm Beach State College

Recommended By:	Signed by: <u>Taruna Malhotra</u>	1/7/2026
	Department Director	Date
Approved By:	<u>Tammy R. Fuld</u>	1-15-26
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029
Capital Expenditures				
Operating Costs	40,000	40,000	40,000	
External Revenue	(40,000)	(40,000)	(40,000)	
Program Income (County)				
In-Kind Match (County)				
NET FISCAL IMPACT	0	0		

No. ADDITIONAL FTE POSITIONS (Cumulative)	0	0		
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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 X No

Budget Account No.:
Fund: 1003 Dept: 145 Unit: 1455 Object: VAR Program Code: VAR Program Period: VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Florida Department of Commerce

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
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Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB

1/9/2026

JA 1/7

EW 1-8-26

Contract Development and Control

1/13/26

26 1.13.26

B. Legal Sufficiency:

Assistant County Attorney

1/14/26

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the 3rd day of February, 2016 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 **Palm Beach County Food Bank, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **90-0788707**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide Culinary Training Program services to low-income residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT I - 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 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 Contract; (3) the federal award or funding document for this Contract; (4) the provisions of the Contract, including **EXHIBIT A** and **EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION**; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on February 1, 2026, and complete services on September 30, 2026. The Contract will automatically renew at the start of each Fiscal Year (FY) for two (2) additional one (1) year term(s) (renewal terms), 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 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 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 **EXHIBIT I.**

ARTICLE 5 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) OVER A THREE-YEAR PERIOD, OF WHICH TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS CONTRACT.**

The 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 Contract year are set forth in **EXHIBIT B.** All requests for payments of this 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 Contract. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this 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 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 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 grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to 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, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a 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 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 (BCC) and received from the United States Government under Community Service Block Grant (CSBG).

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this 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 Contract are accurate, complete and current as of the date of the 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 agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

This 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, or reallocations deemed necessary by the COUNTY.

At any time during the term of this Contract, if the AGENCY indicates in a written notice as set forth in Article 31 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Contract. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Contract. All remaining terms and conditions of this Contract shall remain in full effect throughout the term of the Contract.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

Any increase or decrease of funding for any of the AGENCY’S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to

maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the

term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Dept. Of Community Services
ATTN: Contract Manager
810 Datura Street
West Palm Beach, FL 33401

G. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

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 Contract. The AGENCY also agrees that funds made available pursuant to this 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 Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this 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 policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

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

All of the services required herein under shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this 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 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 15 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 Contract.

If a subcontractor fails to perform or make progress, as required by this 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 16 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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 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 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 Contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM, EXHIBIT G – CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT**, and the Agency's Programmatic Requirements contained in **EXHIBIT I**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in

estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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

The AGENCY shall submit quarterly the **EXHIBIT D – CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

The AGENCY shall provide the COUNTY with an annual financial audit report, which 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. § 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this 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, agreements and grant revenue by sponsoring agency and contract/agreement 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, FL 33401

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

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

e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA

within nine (9) months after the close of the AGENCY'S fiscal year.

f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.

g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking 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, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this 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 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 working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

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 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 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 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 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 Contract.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this 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 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 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 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 Contract, whether or not in privity of 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY'S expense, shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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

ARTICLE 29 TERMINATION

This 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 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 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:

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 NOTICES

All notices required in this 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:

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

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

Jamie Kendall, President
Palm Beach County Food Bank, Inc.
701 Boutwell Rd., Suite A-2
Lake Worth Beach, FL 33461

ARTICLE 32 STANDARDS OF CONDUCT FOR EMPLOYEES

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

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

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

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

ARTICLE 33 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subagencies and AGENCY who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes.

Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this 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 Contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the 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 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 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 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 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 35 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its 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 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 above mentioned 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 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 36 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

ARTICLE 37 AUTHORITY TO PRACTICE

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

ARTICLE 38 DISCRIMINATORY VENDOR LIST

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

ARTICLE 39 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY’S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract.

ARTICLE 40 DEBARMENT AND SUSPENSION

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

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

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

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

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

ARTICLE 41 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 42 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 Contract. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F**, which is attached hereto and

incorporated herein.

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

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

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

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

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

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

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this 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 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

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

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

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

ARTICLE 49 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), 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 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 Contract which requires a longer retention period.

COUNTY shall terminate this 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 Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 50 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this 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 51 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT J**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 52 COUNTERPARTS

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

ARTICLE 53 ENTIRETY OF CONTRACTUAL CONTRACT

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

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire 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 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 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, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Palm Beach County Food Bank, Inc.

BY:

DocuSigned by:

Michael Groover

CF258121331C473...

Authorized Signature

Michael Groover

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:

Signed by:

Jessica Bober Rosenthal

A2EF486BAAF5427...

Assistant County Attorney

BY:

DocuSigned by:

Taruna Malhotra

1459E4101F1049C...

Department Director

COMMUNITY ACTION PROGRAM GY 2026
COMMUNITY SERVICES BLOCK GRANT
SCOPE OF WORK

Agency Name: Palm Beach County Food Bank, Inc.
Program Name: Culinary Training Program
Location: Palm Beach County
Focus Population: Palm Beach County residents living below 200% of the Federal Poverty Level (FPL)

Overview:

The Scope of Work (SOW) outlines the objectives, components, and expected outcomes for the Palm Beach County Food Bank's Culinary Training Program. The program is designed to provide comprehensive culinary skills development, job readiness training, and placement assistance to individuals facing barriers to employment, thereby fostering economic self-sufficiency and addressing workforce needs within the food service hospitality industry.

Services:

- To equip participants with fundamental and advanced culinary techniques and knowledge, making them proficient for entry-level and mid-level positions in professional kitchens.
- To provide participants with essential life skills, professional development, and job readiness training, including resume building, interview skills, and workplace etiquette.
- To facilitate successful job placement for graduates within the local food service and hospitality sectors.
- To contribute to reducing food insecurity by empowering individuals with marketable skills and stable employment.
- To build a sustainable pipeline of skilled culinary professionals for Palm Beach County's economy.

Requirements:

- Low Income individual and/or families
- Palm Beach County Resident
- Referred by Community Action Program Family Self-Sufficiency Program (FSSP) Coordinator/Staff
- Must Complete Training
- Vendor must provide ServSafe or an equivalent industry recognized certification

EXHIBIT A

- Training must meet Florida Department of Education or Department of Health standards

Reporting:

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

Vocational and Employment Services Report:

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

FNPI 1b The number of unemployed adults who obtained employment (up to a living wage):

FNPI 1c The number of unemployed adults who obtained and maintained employment for at least 90 days (up to living wage): _____

FNPI 1d The number of unemployed adults who obtained and maintained employment for at least 180 days (up to living wage): _____

FNPI 1e The number of unemployed adults who obtained employment (with a living wage or higher): _____

FNPI 1f The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher): _____

FNPI 1g The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher): _____

FNPI 1h The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits: ____

Number of employed participants who increased income from employment through:

- Wages or salary: _____

EXHIBIT A

- Hours worked increase: _____

Number of employed participants who increased benefits related to employment: _____

Report Due Dates: January 10th, April 10th, July 10th, and October 10th of each grant year.
Failure to submit the required reports by the due dates may result in delayed payment.

Outcomes:

Upon successful completion of the program, participants are expected to:

- The participants have and will continue to obtain the ServSafe Food Handler certification.
- Possess a strong portfolio of culinary skills and practical experience.
- Be job-ready with enhanced soft skills and professional etiquette.
- Secure full-time or part-time employment in the food service industry.
- Demonstrate increased economic stability and reduced reliance on social services.

Roles and Responsibilities

- **Palm Beach County Food Bank:** Overall program oversight, curriculum development, resource allocation, partnership management, administrative support, and fundraising.
- **Program Director/Manager:** Day-to-day program management, staff supervision, participant recruitment and support, and reporting.
- **Lead Culinary Instructor:** Delivers culinary curriculum, provides hands-on training, and assesses participant progress.
- **Job Developer/Counselor:** Provides job readiness training, employer outreach, and placement assistance.
- **Volunteer Support:** Mentorship, administrative assistance, and event support.

Number of certificates issued: Minimum of 3 clients

Fee Schedule Sheet

Student Uniforms (chef coat, hat, apron)	\$ 100.00
Student Set of Knives @ \$125/person)	\$ 125.00
Serve safe food handler online course@ \$15/each	\$ 15.00
Food Procurement used during Class	\$ 100.00
Books/Printing Class Material	\$ 150.00
Kitchen space and equipment maintenance	\$ 1,200.00
Launchpad software	\$ 50.00
Instructors and Support Staff	\$ 2,000.00
	<u>\$ 3,740.00</u>

UNITS OF SERVICE RATE AND DEFINITION
FY 2026 COMMUNITY ACTION PROGRAM CONTRACT

Agency: Palm Beach County Food Bank
Program Name: Culinary Training Program

Description	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Unit cost of service will be reimbursed based on fee schedule as listed in Exhibit A and proof of completion of training (certificate).	\$10,000	\$10,000	\$10,000	\$30,000

Unit costs expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by AGENCY, directly in connection with AGENCY performance of its duties and scope of work pursuant to this Contract.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____, 202_, for ____[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

- ☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract.

OR

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

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

Signature

Date

Print Name

CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

AGENCY NAME

Authorized Representative

Date

Attachments:

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____

Date Incident Occurred: _____

Person Completing Form: _____

Date of Report: _____

Email address (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.
 - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.
 - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – within 14 business days.
 - ☐ Resignation/Termination of CEO, President, or CFO
 - ☐ Resignation/Termination of key funded staff
 - ☐ Program funded staff vacancy over 90 days
 - ☐ Loss of funding from another Funder that could impact services
 - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date

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.

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.

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

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

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

COMPANY NAME: Palm Beach County Food Bank, Inc.

ADDRESS: 701 Boutwell Rd., Suite A-2, Lake Worth Beach, FL 33461

COMPANY'S AUTHORIZED OFFICIAL:

Name and Title

Signature

Date

EXHIBIT I

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 Contract and may result in termination of this Contract.

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

1. AGENCY shall maintain separate financial records for Community Services Department (CSD) Program funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services Department will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C** on accounting for all funds expended hereunder no later than 30 days from the Contract end date.
2. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses.
3. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. This will be calculated based on payment schedule as determined by the COUNTY.
4. AGENCY must allow the DEPARTMENT to monitor AGENCY to assure that goals and conduct as outlined in the **EXHIBIT A**, 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 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.

EXHIBIT I

7. AGENCY must maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.

8. AGENCY must submit any and all reports to the COUNTY for each individual service as requested; including Recipient databases reports, as well as any AGENCY database reports that might contain CAP client level data and/or CAP fiscal data.

All reports are subject to on-site verification and audit of Recipient records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will constitute a material breach of this Contract and may result in termination of this Contract. Agencies must be able to respond to Recipient inquiries. MIS and Data Reports will be monitored during monitoring phase.

9. AGENCY must not expend CSBG Program funds received pursuant to this 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 there were nonprofit entities available to provide the quality service.

10. If applicable, AGENCY agrees to the sharing of all data collected pursuant to this Contract, and must execute a Data Sharing Agreement that provides for sharing all data within the County's Program client database.

11. AGENCY must have policies in place to monitor any sub-agency providing services on behalf of the AGENCY paid with CSBG Program funds. Sub-agency contracts detailing the services to be rendered, length of contract and payment amounts.

12. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

13. AGENCY must sign and submit quarterly the following exhibits:

a. **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following financial statements:

- i. Statement of Cash Flows
- ii. Statement of Revenues, Expenditures and Changes in Fund Balance
- iii. Balance Sheet Statement

14. Agency must comply with all of the provisions of 2 C.F.R. 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular) and 45 C.F.R. 75 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for CSBG.

15. Funds provided to AGENCY pursuant to this Contract shall not be used to make payments for international travel.

16. AGENCY must also comply with the information contained in **EXHIBIT G – CERTIFICATION REGARDING LOBBYING** and **EXHIBIT H – CERTIFICATION DEBARMENT AND SUSPENSION**.

17. 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 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 Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

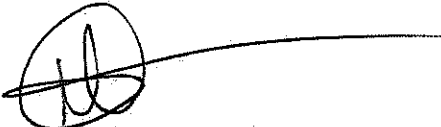
CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Food Bank, inc
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.



(Signature of Officer or Representative)


Michael Groover, CFO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 3rd day of April, 2025 by Michelle FABER.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC (Signature)
My Commission Expires: Michelle Faber
State of Florida at large



2025 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# N12000000667

Entity Name: PALM BEACH COUNTY FOOD BANK, INC.

Current Principal Place of Business:

701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461

Current Mailing Address:

701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461 US

FEI Number: 90-0788707

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GROOVER, MICHAEL A
701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MICHAEL A. GROOVER 07/30/2025
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title IMMEDIATE PAST CHAIR
Name LATOUR, MARTI
Address 1320 N. OCEAN BLVD.
City-State-Zip: DELRAY BEACH FL 33483

Title VC
Name BASORE, STEPHEN
Address 2305 CYPRESS LANE
City-State-Zip: BELLE GLADE FL 33430

Title DIRECTOR
Name ACELLO, EILEEN
Address 8571 WHISPERING OAK WAY
City-State-Zip: WEST PALM BEACH FL 33411

Title CHAIRMAN
Name BOLTON, NANCY
Address 2512 SAN PIETRO CIRCLE
City-State-Zip: PALM BEACH GARDENS FL 33410

Title DIRECTOR
Name PUCILLO, DEBORAH
Address 224 DUNBAR ROAD
City-State-Zip: PALM BEACH FL 33480

Title TREASURER
Name O'CONNELL, ROBERT
Address 17847 HEATHER RIDGE LANE
City-State-Zip: BOCA RATON FL 33498

Title DIRECTOR
Name RABINOWITZ, SUSAN
Address 11741 SW CORONADO SPRINGS DRIVE
PORT ST. LUCIE
City-State-Zip: PORT ST. LUCIE FL 34987

Title SECRETARY
Name DAGGS, DORIAN
Address 100 VALENCIA BLVD.
City-State-Zip: JUPITER FL 33458

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL A GROOVER CFO 07/30/2025
Electronic Signature of Signing Officer/Director Detail Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2025

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 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AmGUARD Insurance Company	
	INSURER B : Scottsdale Indemnity Company	
INSURED Palm Beach County Food Bank, Inc. 701 Boutwell Rd, Suite A-1 and A-2 Lake Worth, FL 33461	NAIC #	
	42390	
	15580	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES				CERTIFICATE NUMBER:		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	X	COMMERCIAL GENERAL LIABILITY	X		C1GP608126	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE						X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
										MED EXP (Any one person)	\$ 5,000
										PERSONAL & ADV INJURY	\$ 1,000,000
										GENERAL AGGREGATE	\$ 3,000,000
										PRODUCTS - COMP/OP AGG	\$ 3,000,000
										Employee Benefit	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:											
	X	POLICY		PRO-JECT		LOC					
		OTHER:									
A		AUTOMOBILE LIABILITY	X		C2GP605538	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	X	ANY AUTO OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
		HIRED AUTOS ONLY							NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$
										PROPERTY DAMAGE (Per accident)	\$
											\$
A	X	UMBRELLA LIAB	X	OCCUR	C3GP603287	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 3,000,000		
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 3,000,000		
		DED	X	RETENTION \$ 10,000				PERSONAL & ADV	\$ 3,000,000		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY										
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N	N / A				PER STATUTE	OTH-ER		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.I. EACH ACCIDENT	\$		
								E.I. DISEASE - EA EMPLOYEE	\$		
								E.I. DISEASE - POLICY LIMIT	\$		
B	Directors & Officers				EKI3580694	7/1/2025	7/1/2026	Per Claim	3,000,000		
A	General Liability				C1GP608126	7/1/2025	7/1/2026	Aggregate	3,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are Additional Insured with respects to the General Liability per form # GL 108 02 FL 01 19 and with respects to the Auto Liability per form # BA 108 01 FL 01 19. Umbrella will follow form. All coverages as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Human Servies / Community Services Department 810 West Datura Street West Palm Beach, FL 33401	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 <i>Debra Marcus</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2024

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 SUNZ Insurance Solutions, LLC ID : (Vensure HR) c/o Vensure HR Inc 1475 S. Price Road, Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt	
	PHONE (A/C, No, Ext): (800) 409-8958	FAX (A/C, No):
INSURED Certipay PEO Solutions VII, Inc. L/C/F Palm Beach County Food Bank Inc 1475 S. Price Road Chandler AZ 85286	E-MAIL ADDRESS: certs@vensure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: SUNZ Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 34762		

COVERAGES	CERTIFICATE NUMBER: 10152301	REVISION NUMBER:
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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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC072-00001-025	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Palm Beach County Food Bank Inc.

Client Effective: 01/01/2023.

CERTIFICATE HOLDER	CANCELLATION
FL - Florida	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County Board of County Commissioners Department of Community Services Attn: Contracts Manager 810 Datura Street West Palm Beach FL 33401	
	AUTHORIZED REPRESENTATIVE
	Rick Leonard

INTERLOCAL CONTRACT

This Interlocal Contract is made as of 3rd day of February, 2024, 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, a governmental entity authorized to do business in the State of Florida, 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, In 2016, the unemployment rate in Palm Beach County was 8.2%, and 18.2% in the Tri-City area, and Palm Beach County residents approved the penny-sales tax to create and develop higher wage jobs to reduce the unemployment rate; and the Community Services Block Grant (CSBG) and other funding sources are being used to provide training opportunities that would prepare residents for such jobs; and

WHEREAS, there is a need to coordinate with community partners such as Palm Beach State College to provide such trainings, especially to low-income residents, to increase economic self-sufficiency, especially in the Tri-City area; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide Vocational Training and Skill Set Building services to low-income residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - 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 – UNITS OF SERVICE AN DEFINITIONS;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Interlocal Contract AGENCY shall be for nine (9) months starting February 1, 2026 through September 30, 2026. The Interlocal Contract will automatically renew at the start of each Fiscal Year for two (2) additional one (1) year term(s) (renewal terms), 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 **EXHIBIT H.**

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 **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00) OVER A THREE-YEAR PERIOD, OF WHICH THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS INTERLOCAL CONTRACT.**

The 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 year 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 by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Interlocal 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 grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a 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 (BCC) of Palm Beach County, and received from the United States Government under Community Service Block Grant (CSBG).

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 agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

This Interlocal 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, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Interlocal Contract, if the AGENCY indicates in a written notice as set forth in Article 27 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Interlocal Contract. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Interlocal Contract. All remaining terms and conditions of this Interlocal Contract shall remain in full effect throughout the term of the Interlocal Contract.

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

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

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY. At three quarters of the service period the AGENCY shall have provided at a minimum

seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

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 section 768.28, Florida Statutes, and the dollar amounts referenced therein, no matter the cause of action, 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 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. The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee’s start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

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

All of the services required 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 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 Interlocal 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 Interlocal Contract.

As a condition of entering into this Interlocal Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, 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 Interlocal Contract that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Interlocal 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 Interlocal Contract and may result in termination of this Interlocal 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 15 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 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 a 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

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT D - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM**, **EXHIBIT F – CERTIFICATION REGARDING LOBBYING BYRD ANITI-LOBBYING AMENDMENT**, and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

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

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of sections 11.45 and 216.349, 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. § 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, agreements and grant revenue by sponsoring agency and contract/agreement 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, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager at teaton@pbc.gov.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the AGENCY'S fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 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 working on the Interlocal Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 21 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 22 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 23 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 24 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 25 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 subcontractor's 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 26 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 27 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:

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

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

James Duffie, VP-Finance and Administration
The District Board of Trustees of Palm Beach State College
4200 Congress Avenue,
Lake Worth, FL 33461

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 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 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 Contract, whether or not in privity of 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 bases, reports

and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY'S expense, shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this 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 in Palm Beach County Code, Section 2-421 – 2- 440 as 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:

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

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 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the 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 this 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 the COUNTY.

ARTICLE 32 STANDARDS OF CONDUCT FOR EMPLOYEES

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

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

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

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

ARTICLE 33 SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subagencies and AGENCY who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Interlocal 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 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 35 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be 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 above mentioned 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 SectionS 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 36 PALM BEACH COUNTY OFFICE OF 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 Interlocal Contract and may demand and obtain records and testimony from the AGENCY and its subcontractors and lower tier subcontractors. The AGENCY 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 COUNTY to be a material breach of this Interlocal Contract justifying its termination. However, if the COUNTY claims a material breach under this clause, the COUNTY will be financially responsible for any services rendered prior to the material breach.

ARTICLE 37 AUTHORITY TO PRACTICE

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

ARTICLE 38 DISCRIMINATORY VENDOR LIST

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

ARTICLE 39 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Interlocal Contract.

ARTICLE 40 DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (**EXHIBIT G**) is required at time of contract execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after 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 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

ARTICLE 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 E**, which is attached hereto and

incorporated herein.

ARTICLE 42 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

ARTICLE 43 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 44 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

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

ARTICLE 45 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 AGNECY'S subcontractors performing the duties and obligations of this 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 46 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 47 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 48 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 49 ENTIRETY OF CONTRACTUAL CONTRACT

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

The COUNTY and the AGENCY both further 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 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, 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

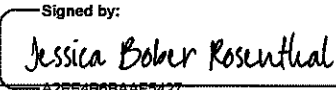
BY:  _____
Authorized Signature

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:  _____
Department Director

**INTERLOCAL AGREEMENT
COMMUNITY SERVICES BLOCK GRANT
FY 2026 COMMUNITY ACTION PROGRAM
SCOPE OF WORK AND SERVICES**

Agency Name: The District Board of Trustees of Palm Beach State College
Palm Beach State College
Program Name: Vocational Training Program
Target Audience: Low Income Residents

Overview:

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

Services:

The Agency shall provide vocational training classes which will include:

- | | |
|--------------------------------|---------------------------------|
| • Barbering - | Total instructional hours: 900 |
| • Cosmetology - | Total instructional hours: 1200 |
| • Diesel Systems Technician - | Total instructional hours: 1050 |
| • Network Security - | Total instructional hours: 30 |
| • Network Support Technician - | Total instructional hours: 21 |
| • Welding - | Total instructional hours: 1050 |
| • Phlebotomy - | Total instructional hours: 45 |
| • Patient Care Assistant | Total instructional hours: 290 |

The County will pay for tuition fees under the Community Services Block Grant (CSBG); additional fees (labs, uniforms, books and supplies etc.) will be paid by other County funding sources. Payment for the courses are not contingent on full participation of registrants.

The training courses listed were chosen after the County conducted a Community Training Needs Assessment. Listed are the outcomes of the training needs based on FY funding availability.

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

EXHIBIT A

Reporting:

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

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

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

Number of certificates issued: Minimum of 6 Clients

EXHIBIT A

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	\$2,502.00
Books, Course Materials, Supplies, Equipment / Supplies	\$1,131.50
Total	\$3,633.50

Estimated Cost of the program for In-State Dependent student - \$3634

Program offered at the Belle Glade Campus

Cosmetology (CCP-1200 clock hours)

Full-Time Days - 11 months Part-Time Evenings - 14 months

Expenses	
Tuition / Fees	\$3,336.00
Books, Course Materials, Supplies, Equipment / Supplies	\$1,425.73
Total	\$4,762.00

Estimated Cost of the program for In-State
Dependent Student- \$4762

Program offered at the Belle Glade Campus

Diesel Systems Technician (CCP-1050 clock hours)

Approximate length: Full-Time Days – 12 months

Expenses	
Tuition / Fees	\$2,919.00
Books, Course Materials, Supplies, Equipment / Supplies	\$1,071.00
Total	\$3,990.00

Estimated Cost of the program for In-State
Dependent Student - \$3990

Program offered at the Belle Glade Campus

Welding (CCP-1050 clock hours)

Approximate length: Full-Time Days - 10 months Part-Time Evenings - 14 months

Expenses	
Tuition / Fees	\$2,919.00
Books, Course Materials, Supplies, Equipment / Supplies	\$972.00
Total	\$3,891.00

Estimated Cost of the program for In-State Dependent
Student - \$3891

Program offered at the Lake Worth & Belle Glade
Campus

Patient Care Assistant (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	\$896.00
Books, Course Materials, Supplies, Equipment / Supplies	\$180.00
Uniforms (white shoes, watch, headphones etc.)	\$100.00
Other: (Background and Drug Screening, State Board Exam Fees)	\$425.00
Medical Vaccinations and Physical – Depends on Student Immunity	\$300.00
Total	\$1,901.00

Estimated Cost of the program for In-State Dependent Student - \$1901
Program offered at the Lake Worth & Belle Glade Campus

Network Security (CCC - 30 credit program)

Approximate length: two semesters -9 months

Expenses	
Tuition / Fees	\$3,030.00
Books, Course Materials, Supplies, Equipment / Supplies	\$1,575.00
Total	\$4,605.00

Estimated Cost of the program for In-State Dependent Student - \$4606
Program offered at the Lake Worth & Belle Glade Campus

Network Support Technician (CCC - 21 credit program)

Approximate length: two semesters -9 months

Expenses	
Tuition / Fees	\$2,121.00
Books, Course Materials, Supplies, Equipment / Supplies	\$1,102.50
Total	\$3,223.50

Estimated Cost of the program for In-State Dependent Student - \$3224
Program offered at the Lake Worth & Belle Glade Campus

Phlebotomy (CCE- 45 hours)

Approximate length: 1-2 months

Expenses	
Tuition / Fees	\$655.00
Books	\$87.00
Course Materials, Supplies, Equipment, Certification Test	\$125.00
Total	\$867.00

Estimated Cost of the program for In-State Dependent Student - \$867
Program offered at the Lake Worth *Corporate & Continuing Education (CCE)

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

**COMMUNITY SERVICES BLOCK GRANT
FY 2026 COMMUNITY ACTION PROGRAM AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION**

AGENCY: Palm Beach State College
SERVICES: Vocational Training

Description	FY 2026	FY 2027	FY2028	Total 3 Year Contract Amount
Unit cost of service will be reimbursed based on fee schedule as listed in Exhibit A and proof of completion of training (certificate).	\$30,000	\$30,000	\$30,000	\$90,000

Unit costs expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this agreement, and reasonably incurred by AGENCY, directly in connection with AGENCY performance of its duties and scope of work pursuant to this agreement.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement.

OR

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

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

Signature

Date

Print Name



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____ Date Incident Occurred: _____

Person Completing Form: _____ Date of Report: _____

Email address (Optional): _____ Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.
 - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.
 - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – within 14 business days.
 - ☐ Resignation/Termination of CEO, President, or CFO
 - ☐ Resignation/Termination of key funded staff
 - ☐ Program funded staff vacancy over 90 days
 - ☐ Loss of funding from another Funder that could impact services
 - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name _____ Position / Title _____

Individual Completing Report: Signature _____ Date _____

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.

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.

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, The District Board of Trustees of 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 and Administration

Name and Title of Vendor's Authorized Official

12/10/2025

Date

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 County Food Bank, Inc., 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.

Michael
Groover

Digitally signed by
Michael Groover
Date: 2026.01.13
15:44:05 -05'00'

Signature of Vendor's Authorized Official

Michael Groover, CFO

Name and Title of Vendor's Authorized Official

01/13/2026

Date

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

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

COMPANY NAME: Palm Beach County Food Bank, Inc.

ADDRESS: 701 Boutwell Rd., Suite A-2, Lake Worth Beach, FL 33461

COMPANY'S AUTHORIZED OFFICIAL:

Michael Groover, CFO

Name and Title

Michael
Groover

Digitally signed by
Michael Groover
Date: 2026.01.13
15:44:17 -05'00'

Signature

01/13/2026

Date

7. AGENCY must maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.

8. Agency must submit any and all reports to the COUNTY for each individual service as requested; including Recipient databases reports, as well as any AGENCY database reports that might contain CAP client level data and/or CAP fiscal data.

All reports are subject to on-site verification and audit of Recipient records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will constitute a material breach of this Contract and may result in termination of this Contract. Agencies must be able to respond to Recipient inquiries. MIS and Data Reports will be monitored during monitoring phase.

9. AGENCY must not expend CSBG Program funds received pursuant to this 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 there were nonprofit entities available to provide the quality service.

10. If applicable, AGENCY agrees to the sharing of all data collected pursuant to this Contract, and must execute a Data Sharing Agreement that provides for sharing all data within the County's Program client database.

11. AGENCY must have policies in place to monitor any sub-agency providing services on behalf of the AGENCY paid with CSBG Program funds. Sub-agency contracts detailing the services to be rendered, length of contract and payment amounts.

12. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

EXHIBIT H

13. Agency must comply with all of the provisions of 2 C.F.R. 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular) and 45 C.F.R. 75 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for CSBG.

14. Funds provided to AGENCY pursuant to this Contract shall not be used to make payments for international travel.

15. AGENCY must also comply with the information contained in **EXHIBIT F - CERTIFICATION REGARDING LOBBYING** and **EXHIBIT G - CERTIFICATION DEBARMENT AND SUSPENSION**.

16. 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 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 Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

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

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

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 :	

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

CANCELLATION

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

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. ...