

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|-------------------------|-------------|----------------|--------------|--------------|--------------|
| Personal Services | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | \$10,000,000 | _____ | _____ | _____ |
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | (\$10,000,000) | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | <u>0</u> | <u>0</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |

ADDITIONAL FTE
POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes X No _____
 Budget Account Exp No: Fund 1160 Dept. xxx Unit xxxx Obj. xxxx Prog. xxxx
 Rev No: Fund 1160 Dept. xxx Unit xxxx Rev. xxxx Prog. xxxx

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

John Martin 12/8/2020
 OFMB AP 12/8

Araceli Jacobo 12/8/2020
 Contract Dev. And Control
 12-8-20 TW

B. Legal Sufficiency:

ALC 12/11/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR ASSISTANCE FOR THE SAFE REOPENING OF SCHOOLS
UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY
(CARES) ACT

This Agreement is hereby entered into as of the _____ day of December, 2020 by and between Palm Beach County, a Political Subdivision of the State of Florida (“COUNTY”) and the School Board of Palm Beach County, Florida (“SCHOOL BOARD”).

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, which has since been extended, declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, Palm Beach County schools have reopened and the SCHOOL BOARD has incurred and is incurring an array of COVID-19 related expenses associated with the safe reopening of schools due to the COVID-19 outbreak, including those associated with in-person learning, such as the cost of acquiring personal protective equipment for students and other costs associated with meeting Centers for Disease Control guidelines (“CDC Guidelines”); and

WHEREAS, in recognition of these increased costs, and as an administrative convenience, the U.S. Treasury, under item 53 of its CARES Act Frequently Asked Questions updated as of Oct. 19, 2020 (“Treasury’s Guidance”), has authorized Fund recipients, such as COUNTY, to allocate up to \$500 per elementary and secondary student to cover school reopening expenses, such that the SCHOOL BOARD does not need to document the specific use of funds up to that amount; and

WHEREAS, COUNTY staff has recommended, and the Board of County Commissioners has approved, an allocation of up to \$10 million of CARES Act (CFDA #21.019) funds to be allocated to the SCHOOL BOARD to be used in

connection with expenses associated with the safe reopening of schools due to the COVID-19 outbreak; and

WHEREAS, the SCHOOL BOARD affirms that the aforementioned allocation, along with all funding across all levels of government to which it is availing itself of the presumption in the Treasury's Guidance, does not exceed \$500 per elementary and secondary school student.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Agreement is to define the responsibilities of SCHOOL BOARD and the COUNTY as it relates to the COUNTY's allocation of CARES Act funds to SCHOOL BOARD to assist with expenses associated with the safe reopening of schools due to the COVID-19 outbreak.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Sherry Brown, Director of Financial Management & Budget, telephone number (561) 355-4626.

SCHOOL BOARD's representative/liaison during the performance of this Agreement shall be Heather Knust, telephone number (561) 434-8702.

II. TERM

The term of this Agreement shall commence upon execution by all parties hereto.

III. ALLOCATION OF FUNDS

Upon execution of this Agreement, SCHOOL BOARD shall be entitled to an allocation of up to \$10 million from COUNTY of CARES Act funds to be used by SCHOOL BOARD in connection with expenses associated with the safe reopening of schools due to the COVID-19 outbreak, such as the cost of laptops, cost of acquiring personal protective equipment for employees and students attending schools and other costs associated with meeting CDC Guidelines.

In accordance with the CARES Act, SCHOOL BOARD shall request allocation of the aforementioned sums on or before December 30, 2020, for expenses incurred on or before that date, provided, however, that said date shall be extended in

accordance with any act of Congress authorizing disbursement of the funds beyond that date.

IV. RESPONSIBILITIES OF SCHOOL BOARD

1. Use of Funds. SCHOOL BOARD agrees and covenants that all funds allocated pursuant to this Agreement are to be used by SCHOOL BOARD solely in connection with expenses associated with the safe reopening of schools due to the COVID-19 outbreak. SCHOOL BOARD also agrees and covenants that the funds allocated pursuant to this Agreement (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the SCHOOL BOARD; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

If it is determined by the U.S. Treasury, the Palm Beach County Inspector General, the COUNTY, or any other body, that any of the requirements of this Agreement, the CARES Act, or any applicable law are not satisfied, then SCHOOL BOARD agrees to repay any disbursed funds to COUNTY, upon request.

2. Documentation of Expenditures. SCHOOL BOARD warrants and affirms that, across all levels of government, it is not availing itself of the presumption in the Treasury's Guidance in excess of \$500 per elementary and secondary school student. Accordingly, pursuant to the Treasury's Guidance, and as an administrative convenience, the SCHOOL BOARD need not provide specific documentation of expenses incurred in connection with the sums being allocated pursuant to this Agreement prior to disbursement. Notwithstanding the foregoing, SCHOOL BOARD agrees to provide any such documentation upon COUNTY's request.

3. Certifications. Prior to disbursement under this Agreement, SCHOOL BOARD shall execute the Certification Regarding Debarment, Suspension, and Ineligibility (Attachment 1) and the Certification Regarding Lobbying (Attachment 2).

V. TERMINATION

Each party may terminate this Agreement by serving written notice to the other party in accordance with this Agreement. This Agreement shall terminate automatically upon receipt of the written notice. The parties acknowledge that SCHOOL BOARD shall sustain no damages, of any kind or character, as a result of the termination of this Agreement. Upon termination, COUNTY shall have no obligation to disburse any undisbursed funds and retains all rights afforded to it.

Duties or obligations that are of a continuing nature extending beyond the Agreement's termination shall survive the Agreement's termination, including, but not limited to, the rights of recoupment contained in Section IV(1).

VI. PERSONNEL

SCHOOL BOARD represents that it has, or will secure at its own expense, all necessary personnel required to perform any services relating to this Agreement. Said services shall be performed by SCHOOL BOARD or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

VII. INSURANCE/INDEMNIFICATION

1. INSURANCE

The parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The parties further agree to provide each other with a copy of said insurance certificates upon request.

2. INDEMNIFICATION

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

VII. SUCCESSORS AND ASSIGNS

The COUNTY and SCHOOL BOARD each binds itself and its partners, successors, executors, and assigns to the other parties and to the partners, successors, executors, and assigns of such other parties, in respect to all covenants of this Agreement. Neither the COUNTY nor SCHOOL BOARD shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

VIII. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or SCHOOL BOARD, nor shall this Agreement be construed as consent by any party hereto to be sued by third parties.

IX. ARREARS

SCHOOL BOARD 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. SCHOOL BOARD further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

X. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by applicable law, including, but not limited to, 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 SCHOOL BOARD and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to

disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

XI. AUTHORITY TO PRACTICE

SCHOOL BOARD 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.

XII. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XIII. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, SCHOOL BOARD certifies that it, its affiliates, suppliers, subcontractors and consultants who may perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

XIV. NOTICE

The COUNTY's representative is delegated authority to send all written notices on behalf of COUNTY, including, but not limited to, any notice of default or notice of termination. All notices required in this Agreement shall be sent by email, certified mail, hand delivery or any other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Palm Beach County OFMB
Attn: Sherry Brown, Director of Financial Management & Budget
301 N. Olive Avenue, 7th Floor
West Palm Beach, Florida 33401
Sbrown4@pbcgov.org

If sent to the SCHOOL BOARD, notices shall be addressed to:

The School District of Palm Beach County
Attn: Heather Knust
3366 Forest Hill Blvd, A-306
West Palm Beach, FL 33406
Heather.knust@palmbeachschools.org

XV. ENTIRETY OF AGREEMENT

The COUNTY and SCHOOL BOARD agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

XVI. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and SCHOOL BOARD shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirements now in effect or imposed in the future that apply to this Agreement. The COUNTY and SCHOOL BOARD are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XVII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. SCHOOL BOARD, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XIX. CONFLICT OF INTEREST/GIFT POLICY

1. Conflict of Interest/Gift Policy. SCHOOL BOARD 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 or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. SCHOOL BOARD further represents that no person having any conflict of interest shall be employed for said performance or services. SCHOOL BOARD shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence, or appear to influence, SCHOOL BOARD'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 SCHOOL BOARD 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 SCHOOL BOARD. The COUNTY agrees to notify SCHOOL BOARD of its opinion by certified mail within thirty (30) days of receipt of notification by SCHOOL BOARD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by SCHOOL BOARD, the COUNTY shall so state in the notification and SCHOOL BOARD 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 SCHOOL BOARD under the terms of this Agreement.

2. CONFLICT OF INTEREST: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the COUNTY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a COUNTY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

3. ORGANIZATIONAL CONFLICT OF INTEREST: If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.
4. GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or SCHOOL BOARD shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from SCHOOL BOARD or sub-providers.

XX. INDEPENDENT PROVIDER RELATIONSHIP

SCHOOL BOARD is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed relating to this Agreement shall at all times, and in all places, be subject to SCHOOL BOARD's sole direction, supervision, and control. SCHOOL BOARD shall exercise control over the means and manner in which it and any of its employees perform the work, and in all respects SCHOOL BOARD's relationship, and the relationship of its employees, to the COUNTY shall be that of an independent provider and not as employees or agents of the COUNTY.

SCHOOL BOARD does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

XXI. CONTINGENT FEE

SCHOOL BOARD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SCHOOL BOARD, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SCHOOL BOARD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

SCHOOL BOARD shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at SCHOOL BOARD's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT,

301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SCHOOL BOARD shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. NON-DISCRIMINATION

1. 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 R-2017-1770, as may be amended, SCHOOL BOARD warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, SCHOOL BOARD agrees as follows:

SCHOOL BOARD will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism

Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. SCHOOL BOARD shall comply with the Drug Free Workforce Act of 1988.

XXIV. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant 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.

XXV. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment 1) is required at time of any response submission. Upon request, SCHOOL BOARD agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such SCHOOL BOARD is required to verify that none of SCHOOL BOARD, 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). SCHOOL BOARD must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 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 SCHOOL BOARD did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must

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

XXVI 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.

XXVII. SCRUTINIZED COMPANIES

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

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by SCHOOL BOARD, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

XXVIII. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

SCHOOL BOARD 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).

SCHOOL BOARD 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.

SCHOOL BOARD agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXIV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXX. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

SCHOOL BOARD 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).

XXXI. PROCUREMENT OF RECOVERED MATERIALS

SCHOOL BOARD 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.

XXXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

XXXIII. 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 SCHOOL BOARD or sub-provider under the Agreement. (31 U.S.C. 3729).

XXXIV. 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, SCHOOL BOARD 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.

XXXV. DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the SCHOOL BOARD'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees

that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the SCHOOL BOARD of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

XXXVI. AMERICANS WITH DISABILITIES (ADA)

SCHOOL BOARD 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.

XXXVII. COUNTERPARTS

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

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

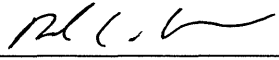
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Sherry Brown, Director OFMB

**SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA**

By: _____ Date: _____

Frank A. Barbieri, Jr., Esq., Chair

ATTEST: _____ Date: _____

Donald E. Fennoy II, Ed.D., Superintendent of
Schools

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

_____ Date: _____

Office of General Counsel

IN WITNESS WHEREOF, the parties hereto have
set their hands and seals effective as of the
date and year first written above.

ATTACHMENT 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

SCHOOL BOARD certifies that:

- (a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, SCHOOL BOARD is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (b) SCHOOL BOARD must comply with 2 CFR Part 180, subpart C and 2 CFR Part 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 the County. If it is later determined that SCHOOL BOARD did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart 3, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) SCHOOL BOARD agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. SCHOOL BOARD further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

SCHOOL BOARD

Frank A. Barbieri, Jr., Esq., Chair

Date

**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

SCHOOL BOARD 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

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

SCHOOL BOARD

Frank A. Barbieri, Jr., Esq., Chair

Date