

**PALM BEACH COUNTY COMMUNITY SERVICES DEPARTMENT
STANDARD TERMS AND CONDITIONS FOR
FINANCIALLY ASSISTED AGENCIES FUNDED AGREEMENT**

**The County may add or modify terms and conditions at time of Agreement at the sole discretion of the County. **

SERVICES

The AGENCY agrees to provide Program REACH services to low-income residents of Palm Beach County as set forth in the **SCOPE OF WORK, UNIT OF SERVICE RATE AND DEFINITIONS**, and **LOGIC MODEL/EVALUATION PLAN**. The AGENCY also agrees to provide deliverables, including reports, as specified in **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 (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.

AVAILABILITY OF FUNDS

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

TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of the Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

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

AMENDMENTS TO FUNDING LEVELS

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

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

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

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

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

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

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

INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of the Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. 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 Agreement. 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. 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.
- B. Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. 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 the Agreement. 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 the Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement 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.
- D. 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.
- E. Certificates of Insurance:** On execution of the Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of the Agreement, 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 the Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

Palm Beach County Board of Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- F. 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.

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 the Agreement or due to the acts or omissions of AGENCY.

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 the Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in the Agreement without the prior written consent of the other.

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.

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 the Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

REGULATIONS; LICENSING REQUIREMENTS

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. 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.

NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including

any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into the Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

REMEDIES

The 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 the 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 the Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of the Agreement and may result in termination of the Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

- A. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect

cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

- B. AGENCY shall submit quarterly the Cash Flow Commitment Statement along with the following financial statements:
 - 1. Statement of Cash Flows
 - 2. Statement of Activities
 - 3. Statement of Financial Position

- C. 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. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

- D. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

- E. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

- F. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

- G. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **SCOPE OF WORK, UNITS OF SERVICE RATE AND DEFINITION**, and **LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and

effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- H. AGENCY shall be monitored by the information within the Agreement, **SCOPE OF WORK, UNITS OF SERVICE RATE AND DEFINITION**, and **LOGIC MODEL**, and current FAA monitoring tool.
- I. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
- J. Data Entry:

AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under the Agreement, as well as all programs, program participants, and strategies under the Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of the Agreement and a basis for termination of the Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at:

<http://discover.pbcgov.org/communityservices/financiallyassisted/>

Final client data entry shall be completed by October 15th of each year to ensure compliance with the Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **SCOPE OF WORK**.

- K. Required Data Systems:

AGENCIES receiving COUNTY funds in the Homeless and Housing Category, in the Economic Stability/Poverty Category, including the Securing Our Future Initiative, and in the Behavioral Health Category agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

Special Needs and Domestic Violence/Sheltering subpopulations agreements shall use SAMIS as the required data entry system.

For behavioral health agreements, the Concordia Portal and any other data reporting system designated by COUNTY shall also be a source used for data collection.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT.

- L. All behavioral health agencies providing care coordination services shall provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the COUNTY.
- M. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by the Agreement or as required by law.
- N. Category Specific Requirements:

AGENCY shall have clearly written eligibility criteria and process that includes the following:

- a. Client must be a resident of Palm Beach County
- b. For Economic Stability/Poverty Category, program shall:
 - Be income based.
 - Have income documented.
 - Report the method of eligibility determination in each individual client file.
 - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
 - Serve households at or below 100% of the Federal Poverty Level (FPL).
- c. For Securing Our Future Initiative only:
 - Serve households with a child between 0-18 within the household.
 - Serve households at or below 200% of the Federal Poverty Level (FPL), with an emphasis on households at or below 100% FPL.
 - Ensure the client is enrolled in the Employ Florida Database.
 - Ensure that clients participate in orientation/community group sessions.
 - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.

d. For the Special Needs subpopulation only:

- Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.

e. For the Homeless and Housing Category and Domestic Violence subcategory:

- Agency shall maintain in their files proof that the client served was referred through the Coordinated Entry System (Homelessness Category Only).
- Agency shall remain a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA attendance requirements: sixty percent (60%) attendance at the general HHA meetings and seventy percent (70%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2 found at www.hhapbc.org.
- Agencies that are not current members of the HHA shall join the HHA and attend the new member's orientation within the first three (3) months of the Agreement and maintain a certificate of their completed training.
- AGENCY programs shall comply with HHA Program Standards.
- Eligibility shall be in accordance to the Federal HUD Guidelines.

f. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

O. Disclosure of Incidents:

AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on

approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

- P. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.
- Q. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
1. Resignation/Termination of CEO, President and/or CFO.
 2. Resignation/Termination of Key FAA funded staff.
 3. FAA Funded Staff vacancy position over 90 days.
 4. Loss of funding from another Funder that could impact service delivery.
 5. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
 6. Inability to have three (3) month's cash flow on hand.
 7. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 8. Other incidents that may occur unexpectedly and is not covered above.
- R. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications, including but not limited to:
1. Racial Equity Training;
 2. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training;
 3. Cultural competency training;
 4. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency; and
 5. Behavioral Health Agencies Only - AGENCY shall ensure that staff receive wraparound training.
- S. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

- T. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
- U. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
- V. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in the Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under the Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY’S website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and

- Notify the DEPARTMENT staff of any news release or media interview relating to the Agreement or the program funded under the Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

W. The Logic Model is incorporated into the Agreement, and may be amended during the term of the Agreement. AGENCY agrees to comply with the Logic Model, as amended.

X. 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.

AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards Agency Certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption Process. This request must be received by the FAA Grant Compliance Specialist by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification stated above.

The FAA Nonprofit First exemption requires documentation of certification from another funding or oversight body recognized by their industry, or if their agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be

requested on a yearly basis. If AGENCY is funded by another funder, they may require the Nonprofit First Certification. The FAA Nonprofit First exemption only exempts the Agency from the FAA program requirement of being certified by the CENTER.

ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Agreement. 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.

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.

The AGENCY will provide a final close out report and Financial Reconciliation Statement, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

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 Agreement requirements and detect corruption and fraud.

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

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 accounting principles.

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number.
- C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of the Agreement.

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 the Agreement a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement

and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

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.

INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, 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.

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

SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under the Agreement.

PUBLIC ENTITY CRIMES

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

EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of 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, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under the Agreement.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of the Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

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 the Agreement.

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 the Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or

purchased, under the 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 the Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in the 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 2-421 through 2-440, as may be amended.

TERMINATION

The Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of the Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- 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.

SEVERABILITY

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

MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in

the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of the Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

NOTICES

All notices required in the Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

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

and if sent to the AGENCY shall be mailed to:

Name/Title
AGENCY
Address
City/State/Zip

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.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee 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.

A copy of the rules of conduct must be made available to each officer, employee, board member, and AGENCY of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee 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.

SCRUTINIZED COMPANIES

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

PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if 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 the Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of the Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, AND 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

The Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the COUNTY department will contact AGENCY 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 Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

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 the Agreement.

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 the Agreement. Additional provisions on the license, use and restrictions regarding the premises, which is attached hereto and incorporated herein.

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.

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 beginning January 1, 2021, 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 the Agreement are registered with the E-Verify System, and beginning January 1, 2021, 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 the Agreement which requires a longer retention period.

COUNTY shall terminate the Agreement if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that VENDOR'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 the Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

COUNTERPARTS

The 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 Agreement through electronic or manual means.

ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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