

WPBH 18899

R 2018 0602

APR 10 2018

INTERLOCAL AGREEMENT

Among

PALM BEACH COUNTY,

THE CITY OF WEST PALM BEACH,

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY

FOR

CERTIFICATION OF SMALL AND/OR

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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THE CITY OF WEST PALM BEACH,

and

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WPB#18899

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This Interlocal Agreement is made and entered into this _____ day of APR 10 2018, 2018, by and between: PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY; THE CITY OF WEST PALM BEACH, a Florida municipal corporation, hereinafter referred to as "CITY" and THE SCHOOL BOARD OF PALM BEACH COUNTY, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "SCHOOL BOARD." The COUNTY, CITY, and SCHOOL BOARD shall be collectively known hereafter as the "PARTIES." The PARTIES agree to the following:

WHEREAS, COUNTY has a program designed to certify and increase the number of contracts awarded to Small Business Enterprises (SBEs) and track the participation of Minority/Women-owned Business Enterprises (M/WBEs) awarded contracts; and

WHEREAS, CITY has a program designed to certify and increase the number of contracts awarded to Small Business Enterprises (SBEs); and track the participation of Minority/Women-owned Business Enterprises (M/WBEs) awarded contracts and may implement an M/WBE certification program in the future; and

WHEREAS, SCHOOL BOARD has a program designed to certify and increase the number of contracts awarded to Small Business Enterprises (SBEs) and Minority/Women-owned Business Enterprises (M/WBEs); and

WHEREAS, the PARTIES wish to enter into an agreement for certification of Small and Minority/Women-owned Business Enterprises, to simplify the certification process and reduce the volume of paperwork required of Small and Minority/Women-owned Business Enterprises; and

WHEREAS the PARTIES presently employ substantively similar processes and methods in the processing of certification applications, making redundant the need for a subsequent review session; and

WHEREAS, the PARTIES have accepted a Multi-Agency Certification Cover Sheet for certification of Small and/or Minority/Women-owned Business Enterprises (Exhibit "A") although each PARTY will use its own Certification Application; and

WHEREAS, the PARTIES are entering into this Agreement solely for the purpose of facilitating the certification of Small and Minority/Women-owned Business Enterprises; and

WHEREAS, the PARTIES have determined that it is mutually beneficial and in the best interest of the citizens, residents, and/or customers of the PARTIES to enter into this Agreement; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits "public agencies" as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the PARTIES hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This Agreement shall be effective upon approval of all PARTIES and shall terminate pursuant to Section 9 of this Agreement.

Section 3. COMPENSATION

- 3.01 The PARTIES agree and understand that the costs for the processing of certification applications received by the individual PARTIES will continue to be the responsibility of each PARTY.

Section 4. DUTIES AND RESPONSIBILITIES

- 4.01 Each PARTY shall be responsible for processing certification applications for Small (SBEs) and/or Minority and Women-owned Business Enterprises (M/WBEs) in accordance with each PARTY's own certification requirements.
- 4.02 The PARTIES will accept the approved certifications of each other PARTY to this Agreement to the extent such certifications are consistent with the individual PARTY'S certification requirements.
- 4.03 The PARTIES agree that appropriate care will be taken with regard to the technical requirements of the certification process, and that each PARTY will assert to each other PARTY that firms approved for certification are in compliance with the terms of the certifying PARTY'S procedures, as may be amended from time to time.
- 4.04 When requested, the PARTIES shall provide each other PARTY with documentation, including, but not limited to supporting documentation for the certification of approved firms.
- 4.05 When requested, the PARTIES shall provide assistance to each other to resolve issues that may hinder certification, or to more fully address instances where qualification for certification is unclear.

Section 5. GOVERNING LAW

- 5.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 6. GOVERNMENTAL IMMUNITY

- 6.01 The PARTIES are political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any PARTY beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by any PARTY to indemnify any other PARTY for such other PARTY'S negligent, willful, or intentional acts or omissions. Nothing herein shall be construed as consent to be sued by third parties in a matter arising out of this Agreement or any other contract.

Section 7. RECORDS

- 7.01 The PARTIES shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes.

Section 8. ASSIGNMENT and AMENDMENTS

- 8.01 This Agreement may not be assigned by any PARTY.
- 8.02 The PARTIES further agree that no modification, amendment, or alteration in the terms contained in this written document shall be effective unless contained in a written instrument executed after being duly approved by the governing board of each respective PARTY.

Section 9. TERMINATION

- 9.01 Any PARTY may terminate this Interlocal Agreement by providing thirty (30) days written notice of its intention to cancel this Interlocal Agreement, at which time this Agreement shall be canceled as of thirty (30) days after the date of such notice. If only one PARTY cancels this Interlocal Agreement, the Agreement will remain in full force and effect for the remaining PARTIES.
- 9.02 Unless terminated pursuant to the provisions of Section 9.01 above, this Agreement shall terminate automatically (10) years from the effective date.

Section 10. THIRD PARTY BENEFICIARIES

- 10.01 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 PARTIES.

Section 11. REMEDIES

- 11.01 Any claim and all legal action necessary to enforce this 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.

Section 12. ENTIRE AGREEMENT

12.01 The PARTIES 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 all PARTIES.

Section 13. SEVERABILITY

13.01 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.

Section 14. CONTRACT ADMINISTRATORS & NOTICES

14.01 The Contract Administrators for each PARTY shall be as follows:

For COUNTY:	Tonya Davis Johnson Director, Office of Small Business Assistance 50 South Military Trail, Suite 202 West Palm Beach, FL 33415
For CITY:	Procurement Director City of West Palm Beach Small Business Program Post Office Box 3366 West Palm Beach, FL 33402
For SCHOOL BOARD:	Director of Office of Diversity in Business Practices 3300 Forest Hill Blvd., C-214 West Palm Beach, FL 33406

14.02 All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. The PARTIES designate the following addresses for giving of notice:

If sent to the COUNTY:

Tonya Davis Johnson
Director, Office of Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
Telephone: (561) 616-6840 Facsimile: (561) 616-6850

If sent to the CITY:

City of West Palm Beach
Attention: Procurement Director
cc: City Administrator
Post Office Box 3366
West Palm Beach, FL 33402
Telephone: (561) 822-1276 Facsimile: (561) 822-1268

If sent to the SCHOOL BOARD:

The School Board of Palm Beach County
Attention: Director for Office of Diversity in Business Practices
3300 Summit Boulevard
West Palm Beach, FL 33406-5869
Telephone: (561) 681-2412 Facsimile: (561) 434-7405

Section 15. INSPECTOR GENERAL

- 15.01 The CITY and COUNTY agree and understand that the SCHOOL BOARD's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the CITY or COUNTY with regard to this Agreement. The CITY's and COUNTY's employees, vendors, officers and agents shall furnish the SCHOOL BOARD's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the SCHOOL BOARD's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the CITY and COUNTY agree and understand to comply with School Board Policy 1.092.
- 15.02 COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY and SCHOOL BOARD, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. The CITY and SCHOOL BOARD understand, acknowledge and agree to abide by the Palm Beach County Code, Section 2-421 and 2-440, as may be amended.

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

Section 16. RECORDATION/FILING

16.01 A copy of this Agreement shall be filed with the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, as provided by Section 163-01(11), Florida Statutes.

REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the ____ day APR 10 2018, 2018, as first written above.

PALM BEACH COUNTY

ATTEST:
Sharon R. Bock, Clerk & Comptroller

R2018 0602
PALM BEACH COUNTY, a political
Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH, FLORIDA

By: *Nancy Powell*
Deputy Clerk

By: *Melissa McKinlay*
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND
LEGAL FORM & SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Aileen C. [Signature]*
Assistant County Attorney

By: *[Signature]*
Department Director

3-22-18
Date

THE CITY OF WEST PALM BEACH

ATTEST:

**THE CITY OF WEST PALM BEACH,
FLORIDA, BY ITS CITY COMMISSIONERS**

By: 
City Clerk

By: 
Geraldine Muoio, Mayor

(SEAL)

2/28/2018
Date

**APPROVED AS TO FORM AND
LEGAL FORM & SUFFICIENCY:**

By: 
City Attorney

Date

ATTEST:

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA,

_____ By:

Witness

_____ Chair

_____ day of, 2018

Witness

APPROVED AS TO FORM AND
LEGAL FORM & SUFFICIENCY:

By: _____

Donald Fennoy, II, Ed.D., Superintendent

_____ Date

By:  _____

Office of the General Counsel

3-16-18

_____ Date

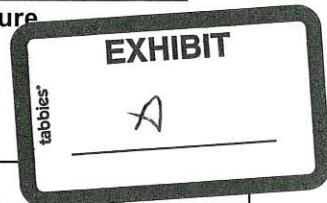
INTERLOCAL CERTIFICATION COVER SHEET

Initiating Agency: _____

By: _____

Authorized Signature

- To be presented to:
- Palm Beach County Office of Small Business Assistance (SBE)
 - Palm Beach County School Board (SBE – MW/BE)
 - City of West Palm Beach (SBE)



BUSINESS NAME ADDRESS (include d/b/a if applicable)	BUSINESS TEL. NO:
	BUSINESS FAX NO:
	DATE ESTABLISHED:
	# FULL-TIME EMPLOYEES:
	# PART-TIME EMPLOYEES:
CONTACT PERSON:	# CONTRACT/TEMPORARY EMPLOYEES:
DOMICILE VERIFIED: Yes _____ No _____	

BUSINESS FUNCTION:

BUSINESS TYPE: Construction [] Commodities [] Professional Services []

CERTIFICATION STATUS: [] SBE [] MBE [] WBE

BUSINESS ORG.	% OF OWNERSHIP	Gross Receipts	
		Year	Dollar Amount
[<input type="checkbox"/>] Corporation	[<input type="checkbox"/>] African American [<input type="checkbox"/>] Male		
[<input type="checkbox"/>] Partnership	[<input type="checkbox"/>] Asian American [<input type="checkbox"/>] Female		
[<input type="checkbox"/>] Sole Proprietor	[<input type="checkbox"/>] Hispanic American		
[<input type="checkbox"/>] Other _____	[<input type="checkbox"/>] Native American		
	[<input type="checkbox"/>] Non-Minority	Average	

SBE: [] Certified [] Denied [] Deferred [] Site Visit

S/MBE: [] Certified [] Denied [] Deferred [] Site Visit

S/WBE: [] Certified [] Denied [] Deferred [] Site Visit

Certification dates: _____

 Signature Date

Documents	OSBA	School Board M/WBE	School Board SBE	City of West Palm Beach
Palm Beach County Business Tax Receipt	√			
Fictitious Name Certificate	√			
Most recent three years' tax returns, signed as filed with the Internal Revenue Service	√	√		√
All schedules from three years' corporate or partnership tax returns	√	√		√
Schedule C from three years' personal tax returns	√	√		
Proof of Domicile	√			√
Palm Beach County CCNA Certification (Architects/Engineers)	√			
Resumes of principals and/or partners and/or management personnel	√	√		
PBC Vendor Registration	√			
Bank signature card	√	√		
List of Officers, Board of Directors and Shareholders	√	√		√
Minutes of first corporate organizational meeting	√	√		
Partnership's distribution of profits for previous year	√			
Third Party Agreements (rental and lease agreements, management agreements, purchase agreements)	√	√		
Application and Affidavit	√	√	√	√
Professional License/Certificate of Competency	√			

INTERLOCAL CERTIFICATION COVER SHEET

Initiating Agency: Office of Small Business Assistance

By: _____

Authorized Signature

- To be presented to:
- Palm Beach County Office of Small Business Assistance (SBE)
 - Palm Beach County School Board (SBE – MW/BE)
 - City of West Palm Beach (SBE)

BUSINESS NAME ADDRESS (include d/b/a if applicable)	BUSINESS TEL. NO:
	BUSINESS FAX NO:
	DATE ESTABLISHED:
	# FULL-TIME EMPLOYEES:
	# PART-TIME EMPLOYEES:
CONTACT PERSON:	# CONTRACT/TEMPORARY EMPLOYEES:
DOMICILE VERIFIED: Yes _____ No _____	

BUSINESS FUNCTION: Carpentry, Carpentry, Maintenance and Repair Services, Construction Management Services, Fending, Temporary (For Construction and Other Industrial Safety Uses), Painting and Wallpapering, Painting, Maintenance and Repair Services. (Including Caulking)

BUSINESS TYPE: Construction Commodities Professional Services

CERTIFICATION STATUS: SBE MBE WBE

BUSINESS ORG.	% OF OWNERSHIP	Gross Receipts	
		Year	Dollar Amount
<input type="checkbox"/> Corporation	<input type="checkbox"/> African American <input type="checkbox"/> Male		
<input type="checkbox"/> Partnership	<input type="checkbox"/> Asian American <input type="checkbox"/> Female		
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Hispanic American		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Native American		
	<input type="checkbox"/> Non-Minority	Average	

SBE: Certified Denied Deferred Site Visit
 S/MBE: Certified Denied Deferred Site Visit
 S/WBE: Certified Denied Deferred Site Visit

Certification dates: May 27, 2016 to May 26, 2019

Signature Date

Documents	OSBA	School Board M/WBE	School Board SBE	City of West Palm Beach
Palm Beach County Business Tax Receipt				
Fictitious Name Certificate				
Most recent three years' tax returns, signed as filed with the Internal Revenue Service				
All schedules from three years' corporate or partnership tax returns				
Schedule C from three years' personal tax returns				
Proof of Domicile				
Palm Beach County CCNA Certification (Architects/Engineers)				
Resumes of principals and/or partners and/or management personnel				
PBC Vendor Registration				
Bank signature card				
List of Officers, Board of Directors and Shareholders				
Minutes of first corporate organizational meeting				
Partnership's distribution of profits for previous year				
Third Party Agreements (rental and lease agreements, management agreements, purchase agreements)				
Application and Affidavit				
Professional License/Certificate of Competency				

ATTACHMENT 2