

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	4,062,393	4,062,393			
External Revenue	0	0			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	4,062,393	4,062,393			

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Proposed Budget: Yes X No
 Does this item include the use of federal funds: Yes No X

Budget Account No.:
 Fund 0001. Dept. 148 Unit 1221. Obj. 3401. Program Code Var. Program Period Var.

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

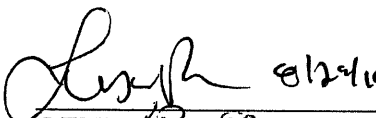
Source of funding is Palm Beach County

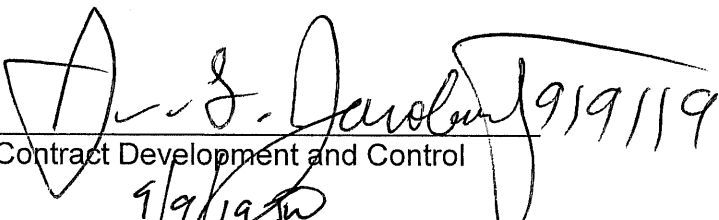
C. Departmental Fiscal Review:


 Julie Dowe, Director of Financial and Support Services

III. REVIEW COMMENTS

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


 OFMB AP EB
8/28 8/28


 Contract Development and Control
9/9/19

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:


 Department Director

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

Page 3 (Continued)

Background and Justification: On May 1, 2007, the BCC established the HAB to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a Homeless Resource Center is one of the Action Steps of the Ten-Year Plan. On March 20, 2012, the BCC approved the Senator Philip D. Lewis Center concept and funding allocation for its operation. Homeless individuals and families receive a diverse offering of high quality services from these community agencies, assisting clients in ending their homelessness. Services are available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year.



AMENDMENT #2 TO CONTRACT FOR PROVISION OF SERVICES

This Amendment #2 to the Contract for the Provision of Services (R2016-1442, as amended by R2017-1215) collectively referred to herein as the Contract is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and **Gulfstream Goodwill Industries, Inc.** (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

1. The term of the Contract expires September 30, 2019 and shall be extended through September 30, 2021.
2. The Contract is hereby modified to amend the following:

*a. The first paragraph of **ARTICLE 3 – PAYMENTS** is replaced by the following:*

The COUNTY shall pay to the AGENCY for services rendered under the Contract, in an amount not to exceed **TEN MILLION, EIGHT HUNDRED THREE THOUSAND, FIVE HUNDRED AND FORTY FIVE DOLLARS (\$10,803,545)**, of which **TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709)** is budgeted for **FY 2020** and **TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709)** is anticipated to be budgeted for **FY 2021** and is subject to approval by the Palm Beach County Board of County Commissioners. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B-1** for services rendered toward completion of the Scope of Work.

*b. The following paragraph is added at the end of **ARTICLE 3 – PAYMENTS**:*

In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-contractors, AGENCY must also ensure that all sub-contractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-contractors are registered in VSS.

*c. **ARTICLE 11- NONDISCRIMINATION** is replaced in its entirety with the following:*

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 Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 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 this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

d. ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA) is replaced in its entirety with the following:

ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, 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.

AGENCY shall advise the COUNTY of any claim which alleges that the HRC operation and/or the Facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the AGENCY shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the AGENCY believes that the HRC is in compliance with the requirements of the ADA or 2) a plan for bringing the Facility into compliance, highlighting any modifications that the AGENCY believes are the COUNTY's responsibility and shall submit a Request

for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

*e. Subparagraphs A - E of **ARTICLE 25 – TERMINATION** are deleted in their entirety and replaced with the following:*

- 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.

f. The following new articles are added to the Contract:

ARTICLE 33 - 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 Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY will contact the 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 contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 34 - FEDERAL AND STATE TAX

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

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

ARTICLE 35 - 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.

g. Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS:**

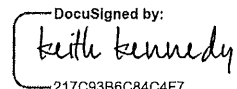
Community Services Department

Assistant County Attorney

DocuSigned by:

By: _____
BF34EF22BFDF492...
Department Director

**AGENCY: Gulfstream Goodwill Industries,
Inc.**

DocuSigned by:

BY: _____
217C93B6C84C4F7...
Signature

Keith Kennedy

Name Printed

(B)

AMENDMENT #3 TO CONTRACT FOR PROVISION OF SERVICES

This Amendment #3 to the Contract for the Provision of Services (R2016-1443, as amended by R2017-1216 and R2018-1340) collectively referred to herein as the Contract is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and **Adopt-A-Family of the Palm Beaches Inc.** (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

1. The term of the Contract expires September 30, 2019 and shall be extended through September 30, 2021.
2. The Contract is hereby modified to amend the following:

*a. The first paragraph of **ARTICLE 3 – PAYMENTS** is replaced by the following:*

The COUNTY shall pay to the AGENCY for services rendered under the Contract, in an amount not to exceed **EIGHT MILLION, ONE HUNDRED TWENTY NINE THOUSAND, SEVEN HUNDRED AND THIRTY TWO DOLLARS (\$8,129,732)**, of which **ONE MILLION, SIX HUNDRED NINETY SEVEN THOUSAND, ONE HUNDRED AND SEVENTY EIGHT DOLLARS (\$1,697,178)** is budgeted for FY 2020 and **ONE MILLION, SIX HUNDRED NINETY SEVEN THOUSAND, ONE HUNDRED AND SEVENTY EIGHT DOLLARS (\$1,697,178)** is anticipated to be budgeted for FY 2021 and is subject to approval by the Palm Beach County Board of County Commissioners. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B-1** for services rendered toward completion of the Scope of Work.

*b. The following paragraph is added at the end of **ARTICLE 3 – PAYMENTS**:*

In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-contractors, AGENCY must also ensure that all sub-contractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-contractors are registered in VSS.

*c. **ARTICLE 11- NONDISCRIMINATION** is replaced in its entirety with the following:*

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 Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 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 this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

*d. **ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA)** is replaced in its entirety with the following:*

ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, 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.

AGENCY shall advise the COUNTY of any claim which alleges that the HRC operation and/or the Facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the AGENCY shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the AGENCY believes that the HRC is in compliance with the requirements of the ADA or 2) a plan for bringing the Facility into compliance, highlighting any modifications that the AGENCY believes are the COUNTY's responsibility and shall submit a Request

for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

*e. Subparagraphs A - E of **ARTICLE 25 – TERMINATION** are deleted in their entirety and replaced with the following:*

- 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.

f. The following new articles are added to the Contract:

ARTICLE 33 - 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 Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY will contact the 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 contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 34 - FEDERAL AND STATE TAX

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

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

ARTICLE 35 - 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.

g. Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS:**

Community Services Department

Assistant County Attorney

DocuSigned by:
James Dean
By: _____
BF34EF22BFDF492...
Department Director

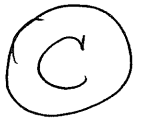
:

**AGENCY: Adopt-A-Family of the Palm
Beaches, Inc.**

DocuSigned by:
Matthew V. Constantine
BY: _____
8688CE474GFC492...
Authorized Signature

Matthew Constantine

Name Printed



AMENDMENT #2 TO CONTRACT FOR PROVISION OF SERVICES

This Amendment #2 to the Contract for the Provision of Services (R2016-1444, as amended by R2017-1217) collectively referred to herein as the Contract is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and **The Lord’s Place, Inc.** (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

1. The term of the Contract expires September 30, 2019 and shall be extended through September 30, 2021.

2. The Contract is hereby modified to amend the following:

*a. The first paragraph of **ARTICLE 3 – PAYMENTS** is replaced by the following:*

The COUNTY shall pay to the AGENCY for services rendered under this Contract in an amount not to exceed **FOUR HUNDRED NINE THOUSAND AND TWELVE DOLLARS (\$409,012)**, of which **TWO HUNDRED FOUR THOUSAND AND FIVE HUNDRED SIX DOLLARS (\$204,506)** is budgeted for **FY 2020** and **TWO HUNDRED FOUR THOUSAND AND FIVE HUNDRED SIX DOLLARS (\$204,506)** is anticipated to be budgeted for **FY 2021** and is subject to approval by the Palm Beach County Board of County Commissioners. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B-1** for services rendered toward completion of the Scope of Work.

*b. The following paragraph is added at the end of **ARTICLE 3 – PAYMENTS**:*

In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-contractors, AGENCY must also ensure that all sub-contractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-contractors are registered in VSS.

*c. **ARTICLE 11- NONDISCRIMINATION** is replaced in its entirety with the following:*

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 Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 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 this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

*d. **ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA)** is replaced in its entirety with the following:*

ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, 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.

AGENCY shall advise the COUNTY of any claim which alleges that the HRC operation and/or the Facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the AGENCY shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the AGENCY believes that the HRC is in compliance with the requirements of the ADA or 2) a plan for bringing the Facility into compliance, highlighting any modifications that the AGENCY believes are the COUNTY's responsibility and shall submit a Request

for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

*e. Subparagraphs A - E of **ARTICLE 25 – TERMINATION** are deleted in their entirety and replaced with the following:*

- 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.

f. The following new articles are added to the Contract:

ARTICLE 33 - 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 Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY will contact the 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 contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 34 - FEDERAL AND STATE TAX

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

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

ARTICLE 35 - 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.

g. Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

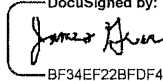
BY: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

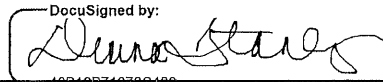
**APPROVED AS TO TERMS AND
CONDITIONS:**

Community Services Department

Assistant County Attorney

DocuSigned by:

BY: _____
BF34EF22BFDF492...
Department Director

AGENCY: The Lord's Place, Inc.

DocuSigned by:

BY: _____
46B12B71676C489...
Signature

Diana Stanley

Name Printed



ADDITIONAL REMARKS SCHEDULE

AGENCY Celedinas Insurance Group		NAMED INSURED The Lord's Place Inc. PO Box 3265 West Palm Beach FL 33402	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

DIRECTORS & OFFICERS - Limits
 Aggregate \$3,000,000
 Retention \$5,000
 Continuity Date: 5/3/14

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.