



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	300,000	475,000	475,000	475,000	475,000
External Revenue	(100,000)	(325,000)	(325,000)	(325,000)	(325,000)
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>200,000</b>	150,000	150,000	150,000	150,000

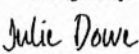
No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes x No       
 Does this item include the use of federal funds? Yes X No     

Budget Account No.:  
 Fund 0001 Dept 148 Unit 1331 Object 3401 Program Code      Program Period       
 Fund 1161 Dept 142 Unit 1443 Object 8301 Program Code      Program Period     

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

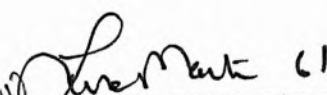
Funding provided by Palm Beach County Ad Valorem funds for Executive Director and hotel program will be funded by federal grants.

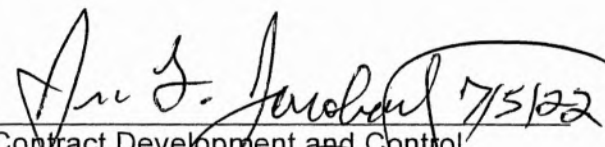
DocuSigned by:  
  
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C. Departmental Fiscal Review: \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Svcs.

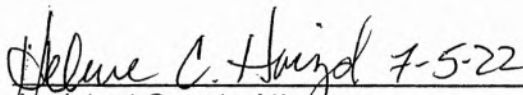
**III. REVIEW COMMENTS**

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

*6/30/22*  
  
 Steve Mark 6/30/22  
 OFMB  
 7/6/2022

  
 Steve J. Jacobson 7/5/22  
 Contract Development and Control  
 7-5-22 TW

**B. Legal Sufficiency:**

  
 Debra C. Hartzel 7-5-22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE PALM  
BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND  
THE HOMELESS COALITION OF PALM BEACH COUNTY, INC.  
FOR MUTUAL COOPERATION**

This First Amendment to the Agreement Between the Palm Beach County Board of County Commissioners and the Homeless Coalition of Palm Beach County, Inc. for Mutual Cooperation (R2019-0949), is made and entered into at West Palm Beach Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **The Homeless Coalition of Palm Beach County, Inc.** hereinafter referred to as the COALITION, a not-for-profit corporation authorized to do business in the State of Florida, whose **Federal Tax ID is 65-0125852**, hereinafter referred to jointly as the Parties.

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

**WITNESSETH:**

WHEREAS, the above named parties entered into an Agreement on July 2, 2019, (R2019-0949), hereinafter referred to as the Agreement, in recognition of the advantages created by establishing a collaboration between the COUNTY and the COALITION to advocate and educate on behalf of the homeless in Palm Beach County and to pursue fundraising in support of the Community Plan to End Homelessness (the Community Plan), in an annual amount of \$150,000; and

WHEREAS, the Parties desire to amend the Agreement in order to expand the scope of the services provided under the Agreement to allow for reimbursement of emergency shelter expenses for Community Services clients paid for by the COALITION; and

WHEREAS, the Parties agree to amend the Agreement to: replace **Section 3.3 Compensation of Chief Executive Officer and support staff** to increase funding and differentiate between funding to be used to compensate the Chief Executive Officer and Support Staff, from funding to be used for reimbursement of Community Services Department's client expenses, replace exhibit B with Exhibit B1, Scope of Work, replace Exhibit C with Exhibit C1 – Unit of Service and Budget Allocation, add section 6.28, Counterparts, add Section 6.29 – E-Verify Employment Eligibility, and add Section 6.30, Federal Terms and Conditions with incorporated Exhibits E, F, and G.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Agreement entered into on July 2, 2019 (R2019-0949), is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the parties' Amended Agreement.
- II. Section **3.3 Compensation of Chief Executive Officer and support staff** shall be replaced in its entirety with the following:

**3.3 Compensation of Chief Executive Officer and Support Staff and Reimbursement of County Client Expenses**

The Chief Executive Officer and support staff of the Coalition shall be employees solely of the Homeless Coalition. **The COUNTY shall pay to the COALITION for services rendered under this Agreement not to exceed a total amount of THREE MILLION NINE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$3,962,500), of which THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$37,500) was budgeted in FY2019, ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) was budgeted in FY20 and FY21, THREE HUNDRED THOUSAND DOLLARS (\$300,000) is budgeted in FY22, with AN ANTICIPATED ANNUAL ALLOCATION OF FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$475,000) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

Of the not to exceed total amount listed above, the annual amount of \$150,000 is to be used by the COALITION for Compensation of the Coalition's Chief Executive Officer and Support Staff.

The remaining annual allocation is to be used by the COALITION for the Community Services Department's Client Support Program, (hereinafter Client Support Program), as detailed in Exhibit B-1.

To ensure no interruption to the COALITION's cash flow while processing reimbursements for the Client Support Program, the COUNTY will provide a one-time advance payment of \$75,000. The \$75,000 balance shall be kept on hand by the COALITION until the need no longer exists for these services (as determined by the COUNTY), until the COUNTY requests return of these funds, or at the termination of this contract. The COALITION will be reimbursed for actual expenses in order to maintain the \$75,000 balance.

The COALITION will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "C-1" for services rendered toward the Completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit costs definitions for this contract are set forth in Exhibit C-1. All requests for payments of this Agreement shall include an original cover memo on Coalition letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

The Coalition is obligated to provide the COUNTY with the property completed requests for all funds paid relative to this Agreement no later than October 15<sup>th</sup> of each fiscal year. Any amounts not submitted by October 15<sup>th</sup>, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices

received from the COALITION pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the COALITION and necessary adjustments have been approved by the COUNTY. In the event the COALITION has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

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

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

III. New Section **6.28 Counterparts** is added to read as follows:

**6.28 Counterparts.** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. Coalition shall execute by manual means only, unless the COUNTY provides otherwise.

IV. New Section **6.29 E-Verify Employment Eligibility** is added to read as follows:

**6.29 E-Verify Employment Eligibility.** COALITION warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility

of all newly hired workers; and (2) has verified that all of COALITION's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

COALITION shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. COALITION shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this COALITION which requires a longer retention period.

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

V. New Section **6.30 Federal Terms and Conditions** is added to read as follows:

The Client Support Program may be reimbursed with federal funds. As such, the COALITION shall comply with 2 CFR 200 and Exhibits E, F, and G of this agreement, attached hereto and incorporated herein by reference.

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

ATTEST:

Joseph Abruzzo  
Clerk of the Circuit Court  
and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Robert S. Weinroth, Mayor

AGENCY:

The Homeless Coalition of Palm Beach County, Inc.  
AGENCY'S Name Typed

DocuSigned by:  
*Paul Dumars*  
2A7B444BA41A4DE  
\_\_\_\_\_  
AGENCY'S Signatory Name

Paul Dumars

\_\_\_\_\_  
AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

*Helene C. Hvizd*

\_\_\_\_\_  
Assistant County Attorney

DocuSigned by:  
*Taruna Malhotra*  
1459E4101F1049C...  
\_\_\_\_\_  
Taruna Malhotra, Assistant Dept. Director  
Community Services Department

## EXHIBIT B-1

### SCOPE OF WORK

#### Executive Director Services

- Supervise Homeless Coalition staff
- Identify and apply for potential grant funding for projects consistent with the Palm Beach County Homeless Plan.
- The Coalition will recommend at least one Board member to serve on the Homeless Advisory Board (HAB)
- The Coalition will attend recurring Homeless and Housing Alliance (HHA) meetings
- The Coalition will provide oversight and supervision of the clothing closet located at the Phillip D. Lewis Homeless Resource Center and Project Connect.
- The Coalition will provide oversight of Creating Housing Opportunities, Breaking Bread Breaking Barriers
- Lead fundraising activities of the Coalition to support and further the goals of the Community Plan. These efforts may include marketing, public relations, special events, programs and other fundraising.
- Respond to proposals and seek grant funds to support operating expenses. The Coalition does not provide direct services to the homeless and therefore will not compete with local providers for service dollars.
- Work on Sponsoring Opportunities as part of the fundraising referred to in subsection 4.2, and will work with the HAB and Department Director (who shall have final approval) to develop a schedule of Sponsorships that will include the object to be dedicated; the period(s) available for dedication (i.e. there could be 1, 3, or 10 year Sponsorships); and the amount to be donated for each such Sponsorship.
- Coordinate The Mayor's Ball and Lewis Luncheon. The Homeless Coalition shall annually host the Palm Beach County's Mayor's Ball and Lewis Center Luncheon.

#### Community Services Department's Client Support Program

The COUNTY often requires expedited payment mechanisms for client services, which may include credit card payments or emergency check payments. The COUNTY shall reimburse the COALITION up to \$300,000 annually for any client services expenses requested by the COUNTY that the COALITION pays. This amount may be increased or decreased at the discretion of the DEPARTMENT director based on funding availability. The request for payment for client expenses shall be made by authorized COUNTY employees through a memorandum signed by the Department Director or designee, or other such methods as approved by Department Director. Such expenses may include:

- Rent-Deposit, First Month, last month, and monthly rent (up to 3 months' rent may be paid at a time as needed to ensure housing stability)
- Rental Subsidy Payments
- Emergency Shelter payments (shelters, hotels, etc.)-maximum of 90 days unless longer stays approved by Department Director
- Utilities-electric, gas and water, including deposits
- Items to set up apartment including furniture which can be purchased through a vendor; these items can be purchased for the move- or to replace due to normal wear and tear of the furniture
- Uncovered medical expenses
- Medical Supplies as documented by Physician



- Transportation (taxi or rideshare services, bus passes, etc.)
- Food Voucher or gift cards for food
- Destruction of Property caused by client. Client payment will be based on ability to pay
- Basic Needs- cleaning supplies, household items, toiletries, and essential items.
- Unit Inspection- Habitability Study or Housing Quality Standard
- Financial Literacy Training and Education
- Birth Certificates and/or government issued identification
- Pre-paid phones for clients and phone cards for additional minutes
- Cell phone service payments
- Other essential items as needed and approved in writing by the Case Management Supervisor

To ensure no interruption to the COALITION's cash flow while processing these payments, the COUNTY will provide a one-time advance payment of \$75,000. The \$75,000 balance shall be kept on hand by the COALITION until the need no longer exists for these services (as determined by the COUNTY), until the COUNTY requests return of this balance, or at the termination of this contract. The COALITION will be reimbursed for actual expenses in order to maintain the \$75,000 balance.

The COALITION's sole responsibility under this program is to process payment as requested by authorized Community Services staff members and maintain copies of the receipts/proof of payment for each transaction. Client eligibility for services and any case management is the responsibility of the COUNTY.

The Coalition may also be reimbursed up to \$25,000 annually for staff time associated with these charges, provided the staff time is not already billed as part of the reimbursable support staff expenses under section 3.3. Request for reimbursement for staff time must be accompanied by payroll records.

EXHIBIT C-1

Agency: The Homeless Coalition of Palm Beach County  
 Program: Executive Director

Description	Total FY2019	Total FY2020 - 2029	Total 10 Year and 3 Month Contract Amount
Will be reimbursed at the actual cost of Services in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis and shall be reimbursed at the actual cost as presented in the monthly submission of the detailed general ledger and corresponding check register.	\$37,500	\$150,000 per fiscal year	\$1,537,500

Agency: The Homeless Coalition of Palm Beach County  
 Program: Community Services Department's Client Support

Description	Total FY2019- FY21	Total FY2022-FY29	Total 10 Year and 3 Month Contract Amount
Will be reimbursed at the actual cost of services for client assistance payments and staff time as evidenced by receipts, hotel invoices, general ledger, payroll records, and/or any other documents deemed acceptable by the Community Services Department	\$0	\$150,000 FY22 \$325,000 FY23-FY29	\$2,425,000

**EXHIBIT E: PALM BEACH COUNTY ADDITIONAL TERMS AND CONDITIONS FOR  
FEDERALLY FUNDED CONTRACTS**

The following additional Terms and Conditions are applicable to this contract for services paid or reimbursed with federal funds and entered into between Palm Beach County ("COUNTY") and the Homeless Coalition (VENDOR).

**ORDER OR PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal VENDOR, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this Contract; (3) the federal award or funding document for this Contract; (4) the provisions of the Contract, including any exhibits; (5) all other documents, if any, cited herein or incorporated herein by reference.

**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 VENDOR 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 VENDOR 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 VENDOR 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 sub-contractors, vendors, suppliers, or commercial customers, nor shall the VENDOR retaliate against any person for reporting instances of such discrimination. The VENDOR shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting 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

VENDOR shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

The VENDOR 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. VENDOR shall include this language in its sub-contracts.

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

- A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The VENDOR, if prime sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

**B. AFFIRMATIVE STEPS** must include:

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

**DISCRIMINATORY VENDOR LIST**

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

**DEBARMENT AND SUSPENSION**

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

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

The VENDOR must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

**BYRD ANTI-LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any VENDOR, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

A completed certificate (attached hereto and titled Byrd Anti-Lobbying) is required in Contractor's sealed Bid. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

**FEDERAL SYSTEM FOR AWARD MANAGEMENT**

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at [www.sam.gov](http://www.sam.gov)), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.). The VENDOR agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding VENDOR and the appropriate Environmental Protection VENDOR Regional Office.

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

**SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS**

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

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

**MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY**

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

**PROCUREMENT OF RECOVERED MATERIALS**

VENDOR is to provide COUNTY with those goods designated by the Environmental Protection VENDOR "(EPA)", at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

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

**FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT**

VENDOR acknowledges that it must comply with The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a VENDOR or sub-recipient under the Contract. (31 U.S.C. § 3729).

**REGULATIONS**

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

**Exhibit F**

**CERTIFICATION REGARDING LOBBYING  
BYRD ANTI-LOBBYING AMENDMENT**  
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

DocuSigned by:

*Paul Dumars*

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Signature of Vendor's Authorized Official

Paul Dumars

Name and Title of Vendor's Authorized Official

6/26/2022

Date

Exhibit G

CERTIFICATION  
DEBARMENT AND SUSPENSION

The Vendor certifies that:

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

COMPANY: Homeless Coalition of Palm Beach County

NAME: Paul Dumars

ADDRESS: pbc

COMPANY'S AUTHORIZED OFFICIAL:

Paul Dumars, Board President

Name and Title

Paul Dumars

Signature

6/26/2022

Date