

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM SUMMARY**

Meeting Date: September 13, 2022      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Department of Human Services

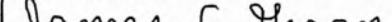
## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to the Contract for Provision of Services with Adopt-A-Family of the Palm Beaches, Inc. (R2021-0039) to increase the annual amount by \$75,000, for the three (3) year period October 1, 2020 through September 30, 2023, for the operation of Program Responding to Emergencies and Altering the Crisis of Homelessness (REACH), to provide emergency shelter for families in need, in an amount totaling \$1,166,853, of which \$338,951 was budgeted in Fiscal Year (FY) 2021 with an anticipated annual allocation of \$413,951 in each subsequent fiscal year, contingent upon a budgetary appropriation by the Board of County Commissioners, for the term of this contract.

**Summary:** Program REACH (the Program) is administered by Adopt-A-Family, Inc. (AAF) and serves homeless families consisting of adults with minor dependent children who are residents of Palm Beach County. The increase in funding is needed due to an increase in operating costs to run the shelter, including staffing and insurance. Funding is available in FY 2022 through the Community Development Block Grant. Funding for FY 2023 is included in the Department's Budget Request. Program REACH is open and staffed 24 hours a day, 365 days a year. The Program works in coordination with the Senator Philip Lewis Homeless Resource Center to meet the goals of the County's Plan to end homelessness. AAF has served 103 families including 203 children. Of those served, 88% exited to permanent housing and remained stably housed. Countywide (HH)

**Background and Justification:** The primary aim of Program REACH is to combat homelessness by providing a comprehensive and coordinated system in which homeless families can receive services that will lead to self-sufficiency. This is accomplished by providing a safe, clean and supportive shelter for families, an action plan to meet the individual's immediate needs and intensive case management to empower the clients to take the initiative for their future independence. Length of stay typically spans 90 days and is accessible 24/7.

**Attachments:** Amendment No. 1 to Contract for Provision of Services

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Recommended By: \_\_\_\_\_ 8/15/2022

Department Director Date

Approved By: \_\_\_\_\_ 9/1/2022

Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	75,000	75,000			
External Revenue	(75,000)	0			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	75,000			

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 1222 Object 3401 Program Code      Program Period     

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

Funding source is U.S. Department of Housing and Urban Development for FY22 and Palm Beach County for FY23.


DocuSigned by:  
Julie Dowe  
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### C. Departmental Fiscal Review:

Julie Dowe, Director of Finance and Support Services

## II. REVIEW COMMENTS

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


 e/24/22  
 OFMB  
 MG 8/24

*A. G. Jacobs*  
Contract Development and Control 7/30/22

**B. Legal Sufficiency:**

Delene C. Hurd 9-222  
Assistant County Attorney

**C. Other Department Review:**

Department Director

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

FIRST AMENDMENT TO CONTRACT FOR PROVISION  
OF SERVICES

**THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES (R2021-0039)** (the Contract) 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 **Adopt-A-Family of the Palm Beaches, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2471253.**

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

WITNESSETH:

**WHEREAS**, the above named parties entered into a Contract for provision of services on October 1<sup>st</sup>, 2020 (R2021-0039) (the Contract), to operate the Program REACH shelter to serve homeless families in an annual amount of \$338,951; and

**WHEREAS**, the need exists to amend the agreement to increase the contract by \$75,000 annually due to an increase in operating costs, for a new annual not to exceed amount of \$413,951; and

**WHEREAS**, funding is available in FY2022 for the additional funding from the reallocation of federal Community Development Block Grant (CDBG) dollars, with an anticipated annual allocation of \$413,951 from ad valorem funding in each subsequent fiscal year for the term of this contract; and

**WHEREAS**, it is necessary to add Articles and Exhibits to the Contract so that federal funding may be utilized for payment under this Contract.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract entered into on October 1, 2020 (R2021-0039) 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 contract.
- II. The first paragraph of **Article 4-Payments to Agency** is replaced in its entirety to read:

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total contract amount of **ONE MILLION ONE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$1,166,853)** over a three year period of which **THREE HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED AND FIFTY ONE DOLLARS (\$338,951) WAS BUDGETED IN FY2021, and FOUR HUNDRED THIRTEEN THOUSAND NINE HUNDRED AND FIFTY-ONE DOLLARS (\$413,951) is budgeted in FY2022 with an anticipated annual allocation of FOUR HUNDRED THIRTEEN**

**THOUSAND NINE HUNDRED AND FIFTY-ONE DOLLARS (\$413,951) in FY2023.**

- III. New Exhibit "B1", attached hereto and incorporated herein by reference, shall replace Exhibit "B" in its entirety.
- IV. **Article 13-NONDISCRIMINATION** shall be 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 Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, 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.

AGENCY 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; 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 this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

- V. Article 15- AGENCY'S PROGRAMMATIC REQUIREMENTS, Paragraph 18, Section K shall be added to read as follows:

AGENCY must comply with the information contained in **EXHIBIT E - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT, EXHIBIT F - CERTIFICATION DEBARMENT AND SUSPENSION, and EXHIBIT G-SUBAWARD DATA** and must comply with all the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- VI. Article 37-E-VERIFY-EMPLOYMENT ELIGIBILITY shall be replaced in its entirety with the following:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at 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 AGENCY'S subcontractors 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.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

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

VII. New Article 40-ORDER OF PRECEDENCE is added to read as follows:

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 agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A** and **EXHIBIT B**; and (5) all other documents, if any, cited herein or incorporated herein by reference.

VIII. New Article 41- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR SURPLUS FIRMS is added to read as follows:

- 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 AGENCY, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.
- b. AFFIRMATIVE STEPS must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. 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;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

IX. New Article **42-HIRING OF MECHANICS OR LABORERS** is added to read as follows:

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

X. New Article **43-DEBARMENT AND SUSPENSION** is added to read as follows:

A completed **EXHIBIT F-CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, 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 AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, 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 AGENCY 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.

- XI. New Article 44-FEDERAL SYSTEM FOR AWARD MANAGEMENT is added to read as follows:

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.

- XII. New Article 45-CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT is added to read as follows:

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance money.

- XIII. New Article 46-SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS is added to read as follows:

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

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement.



FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

- XIV. New Article 47-**MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY** is added to read as follows:

AGENCY 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 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- XV. New Article 48-**PROCUREMENT OF RECOVERED MATERIALS** is added to read as follows:

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (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.

- XVI. New Article-49 **PROGRAM FRAUD AND FALSE OR FRAUDULENT RELATED ACTS** is added to read as follows:

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

- XVII. New Article-50-**FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT** is added to read as follows:

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - 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 an agency or subcontractor under the

Agreement.

XVIII. New **Article-51-Regulations** is added to read as follows:

The AGENCY 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 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, and any other applicable federal requirements now in effect or imposed in the future.

XIX. New **EXHIBIT E - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT**, attached hereto and incorporated herein by reference, is added to the Contract.

XX. New **EXHIBIT F - CERTIFICATION DEBARMENT AND SUSPENSION**, attached hereto and incorporated herein by reference, is added to the Contract.

XXI. New **EXHIBIT G-SUBAWARD DATA**, attached hereto and incorporated herein by reference, is added to the Contract.

#### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY 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:

Adopt-A-Family of the Palm Beaches  
Agency's Name Typed

DocuSigned by:  
Matthew V. Constantine  
8588CE471CFC492...  
Agency's Signatory

Matthew V. Constantine  
\_\_\_\_\_  
Agency's Signatory Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

DocuSigned by:  
Helene C. Hvizd  
BF3DF20B2223413...  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
Taruna Malhotra  
1450FE4104FE1040C...  
Taruna Malhotra, Assistant Director  
Department of Community Services

UNITS OF SERVICE RATE AND DEFINITION

Agency: Adopt-A-Family of the Palm Beaches, Inc.  
Program: Program REACH

Ad Valorem Funding

Description	Unit Cost	FY21	FY22	FY23
A unit of service is defined as an occupied unit per night	\$ 55	\$ 338,951	\$ 338,951	-
	\$ 68	-	-	\$ 413,951

CDBG Funding

Description	Unit Cost	FY21	FY22	FY23
Reimbursement will be based on actual costs as evidenced by general ledger or other proof of payments as requested by CSD	N/A	\$ -	\$ 75,000	\$ -

Total \$ 338,951 \$ 413,951 \$ 413,951

Total 3 Year Contract Amount \$ 1,166,853



**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, Adopt-A-Family of the Palm Beaches, Inc., 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:  
Matthew V. Constantine  
8588CE471PFG492  
Signature of Vendor's Authorized Official  
Matthew V. Constantine  
Chief Executive Officer  
Name and Title of Vendor's Authorized Official  
8/12/2022  
Date

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

**NAME:** Matthew V. Constantine

**ADDRESS:** 1712 2nd Avenue North; Lake Worth, FL 33460

**COMPANY'S AUTHORIZED OFFICIAL:**  
Matthew V. Constantine Chief Executive Officer

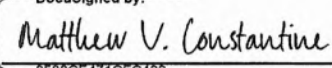
**Name and Title**  
DocuSigned by:  
  
**Signature**  
B5B8CE471CFC492...  
8/12/2022  
**Date**

Exhibit G

Subaward Data<sup>1</sup>

(i)	Subrecipient Name	Adopt-A-Family of the Palm Beaches, Inc
(ii)	Subrecipient Unique Entity Identifier:	59-2471253
(iii)	Federal Award Identification Number (FAIN):	B21UC120004
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	09/13/22
(v)	Subaward Period of Performance Start Date:	10/01/2021
	Subaward Period of Performance End Date:	09/30/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	75,000
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	75,000
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	75,000
(ix)	Federal Award Project Description:	Community Development Block Grant
(x)	Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development
	Name of Pass-Through Entity:	Palm Beach County
	Contact Information for Palm Beach County Authorizing Official:	Taruna Malhotra <a href="mailto:tmalhotr@pbcgov.org">tmalhotr@pbcgov.org</a> 561-355-4716
	Contact Information for Palm Beach County Project Director:	Taruna Malhotra <a href="mailto:tmalhotr@pbcgov.org">tmalhotr@pbcgov.org</a> 561-355-4716
(xi)	CFDA Number and Name:	14.218 Community Development Block Grant Program
(xii)	Identification of Whether Subaward is R&D:	No

(xiii)	Indirect Cost Rate for [CAA] Federal Award:	N/A

This information is required by the Uniform Guidance, 2 C.F.R. § 200.332(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.





Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000994	Adopt-A-Family Of The Palm Beaches		Compliant					002-01	Emergency Shelter Grant - CARES
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SUM26130901	12/7/2021	12/7/2022	Excess Liability		
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SPK26130701	12/7/2021	12/7/2022	General Liability		
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SPK26130701	12/7/2021	12/7/2022	Professional Liability		
		A+r , XV	StarNet Insurance Company	KEY0139767	12/22/2021	12/22/2022	Workers Comp		

**Risk Profile :** Standard - Professional Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**