

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Grant Expenditures					
Operating Costs	\$22,399				
External Revenues	(\$22,399)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No _____
 Does this Item include the use of Federal funds? Yes X No _____

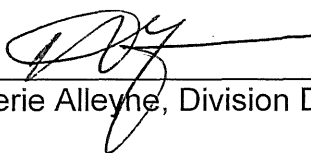
Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object 8201/8101 Program Code/Period GY22

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

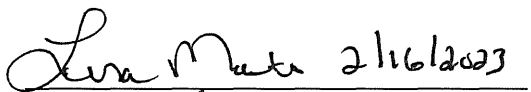
No Fiscal Impact

C. Departmental Fiscal Review:


 Valerie Alleyne, Division Director II

III. REVIEW COMMENTS

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


 OFMB 2/16/2023
 LM 2/16


 Contract Development and Control 2/22/23
 TMD 2/21/23

B. Legal Sufficiency:


 Assistant County Attorney 2/23/23

C. Other Department Review:

 Department Director

**AMENDMENT 001 TO THE AGREEMENT
WITH
THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC**

Amendment 001 with an effective date of November 17, 2022 by and between **Palm Beach County** and **The Coalition For Independent Living Options, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2022-1198) with The Coalition For Independent Living Options, Inc. on October 1, 2022, to provide \$22,399 of Community Development Block Grant (CDBG) funds for prepared meals through the Disability Inclusion & Nutrition Education (DINE) Program to disabled individuals who are temporarily unable to purchase and prepare food. In addition to meals, the Agency shall provide instructions in living skills to clients within Palm Beach County; and

WHEREAS, both parties desire to modify the original Agreement to revise the Project Scope to include not only the cost of prepared meals but to also employ one (1) Food Pantry Specialist; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": SCOPE OF WORK - SECTION 1. (A), (B) and SCHEDULE V

Delete Scope of Services and Project Budget in its entirety and replace with the following:

(A) PROJECT SCOPE

The Agency shall provide prepared meals through the Disability Inclusion & Nutrition Education (DINE) Program to disabled individuals who are temporarily unable to purchase and prepare food due to recovery from an illness, injury, surgery, transition from a nursing home, or temporarily without permanent housing. The Agency shall also employ one (1) Food Pantry Specialist, whose responsibility will be to oversee the boxing of the prepared meals and/or groceries. In addition to providing meals, the Agency shall provide instructions in living skills to its clients. The Agency shall procure the aforesaid meals pursuant to the purchasing requirements specific herein and shall provide DHED documentation demonstrating its compliance with such requirements.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule V. **Specifically, CDBG funds will be used for meal packages and the salary of one (1) Food Pantry Specialist.** The Agency attests to the accurate completion of Schedule V to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform County and obtain written approval from the County of any changes to the budget displayed on Schedule V.

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

C. SCHEDULE V, revised and attached.

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

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SCHEDULE V

ORGANIZATION: Coalition for Independent Living Options, Inc.										CONTACT NAME: Dan Shorter							
PROGRAM: CDBG										TITLE: CEO							
FY 2022-2023 PALM BEACH COUNTY CDBG										PHONE: 561-966-4288							
A. PERSONNEL EXPENSES																	
Salaries:																	
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	School Board	% Alloc to Program	General Revenue	% Alloc to Program	CARES	% Alloc to Program	Town PB United Way	Total
Independent Living Specialist	0.1	\$49,025		\$0		\$0	10%	\$4,903		\$0		\$0		\$0		\$0	\$4,903
Independent Living Specialist	0.1	\$40,934		\$0		\$0	10%	\$4,093		\$0		\$0		\$0		\$0	\$4,093
Deputy Director of Programs and Data	0.1	\$55,000		\$0		\$0		\$0	10%	\$0		\$5,500		\$0		\$0	\$5,500
Food Pantry Specialist	0.50	\$19,968	100%	\$19,968		\$0		\$0		\$0		\$0		\$0		\$0	\$19,968
	0.8	\$164,927		\$19,968		\$0		\$8,996		\$0		\$5,500		\$0		\$0	\$34,464
Fringe Benefits:																	
Health/Dental/Vision/retirement				\$0		\$0	10%	\$2,679		\$0	10%	\$855		\$0		\$0	\$3,534
FICA/WC/SUTA				\$0		\$0	10%	\$1,317		\$0	10%	\$805	25%	\$799		\$0	\$2,122
				\$0		\$0		\$0		\$0		\$0				\$0	\$0
				\$0		\$0		\$3,996		\$0		\$1,660		\$799		\$0	\$6,455
Sub-Total Personnel				\$19,968		\$0		\$12,992		\$0		\$7,160		\$799		\$0	\$40,919
B. OPERATING COSTS																	
1 Professional Fees																	
	Audit Fees			\$0		\$0		\$0		\$0		\$1,650		\$0		\$0	\$1,650
	Transportation			\$0		\$0		\$0		\$0		\$6,000		\$0		\$0	\$6,000
	Other			\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$350		\$0		\$0	\$350
3 Supplies			100%	\$2,431		\$0		\$500		\$0		\$0		\$0		\$0	\$2,931
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy				\$0		\$0		\$500		\$0		\$8,000		\$478		\$0	\$8,978
Other: All occupancy, repairs, insurance, additional supplies, professional fees and other salaries funded by other sources.																	
Subtotal Operating Costs				\$2,431		\$0		\$1,000		\$0		\$16,000		\$478		\$0	\$19,909
C. ADMINISTRATIVE COSTS																	
				\$0		\$0		\$0		\$0		\$0				\$0	\$0
TOTAL PROGRAM BUDGET				\$22,399		\$0		\$13,992		\$0		\$23,160		\$1,277		\$0	\$60,828

IN WITNESS WHEREOF, the Agency has hereunto set its hand and Seal on this 1st day of February, 2023 and caused this Amendment 001 to be executed.

WITNESS:

AGENCY:

[Signature]
Signature

Stephanie Paniagua
Name (type or print)

[Signature]
Signature

Walter Torres
Name (type or print)

[Signature]
Signature

Cristobal Perez
Name (type or print)

[Signature]
Signature

Kayla Borneo
Name (type or print)

THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

By: [Signature]
Joseph R. Fields, Jr., Esq.,
Board President

By: [Signature]
Dan Shorter, Chief Executive Officer

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

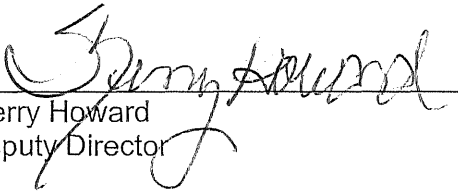
By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

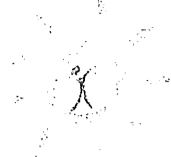
Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: Howard J. Falcon III
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: c=org, DC=pbccgov, OU=Enterprise,
OU=ATT, OU=Users, CN=Howard J.
Falcon III, E=HFalcon@pbccgov.org
I am the author of this document
Date: 2023.02.02 13:50:58-05'00'
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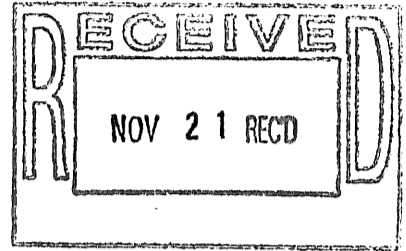
By: 
Sherry Howard
Deputy Director



COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

To: Jonathan Brown, Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

From: Dan E. Shorter, CEO
Coalition for Independent Living Options, Inc.
4400 N. Congress, Avenue, Suite 203
West Palm Beach, FL. 33407



11/17/2022

Dear Mr. Brown,

I am writing this letter to address an issue that has come to our attention in our recently signed CDBG contract, Agreement Number R 2022-1198. In the past, this contract has allowed us to offer and pay for prepared meals to our consumers throughout Palm Beach County. Our intention this year was not only to continue offering this service, and pay for prepared meals, but also offer additional meal/food options through our CILO Food Pantry Specialist. To achieve this, we agreed to have two different options in the contract: 1) pay for prepared meals, and 2) pay for CILO's Food Pantry Specialist position - who is in-charge of boxing food/meals in our office. While this change was approved, and included in the current contract budget, it was not included in the Scope of Work language. In order for us to move forward and offer these options, we would like to amend the current contract and add both alternatives to the Scope of Work section, ultimately reflecting what had been agreed upon.

We greatly appreciate working with you and offering these services in the community and look forward continue collaborating with you. If you have any questions or would like to discuss this further, please feel free to reach out to myself, at 561-398-2828, our Chief Program Officer, Brandy Macaluso at 561-425-8283, or our Deputy Director of Programs and Data, Cristobal Perez, at 561-331-0660.

Sincerely,

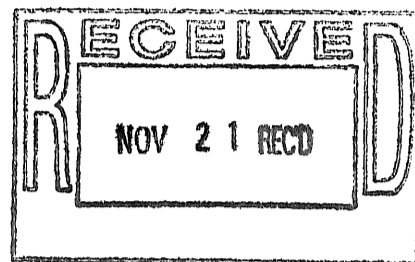
Dan E. Shorter
CEO
Coalition for Independent Living Options, Inc.



COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

To: Jonathan Brown, Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

From: Dan E. Shorter, CEO
Coalition for Independent Living Options, Inc.
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Sincerely,

Dan E. Shorter
CEO
Coalition for Independent Living Options, Inc.

R2022 1198
OCT 18 2022

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE COALITION FOR INDEPENDENT LIVING OPTIONS

THIS AGREEMENT, (the "Agreement") with an effective date of October 1, 2022 , is between **Palm Beach County** (hereinafter referred to as "**COUNTY**"), a political subdivision of the State of Florida, and **The Coalition for Independent Living Options, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida (the "**AGENCY**"), having its principal office at **4400 N. Congress Avenue, Suite 203, West Palm Beach, FL 33407** and whose Federal I.D. is 65-0174695.

WHEREAS, the AGENCY is a not-for-profit corporation dedicated to provide training and support services for, but not limited to accounting, taxes, information technology, industry analysis, marketing strategies and related workshops in Palm Beach County; and

WHEREAS, COUNTY has entered into an agreement with the United States Department of Housing and Urban Development (US HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in certain areas of COUNTY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, COUNTY, in accordance with its FY 2022/2023 CDBG Action Plan, and AGENCY, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, COUNTY desires to engage AGENCY, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed **\$22,399** ("Grant Funds") to the AGENCY in exchange for said services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

ARTICLE 1 – SERVICES

The AGENCY's responsibility under this Agreement is to provide professional/consultation services in the area of Public Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY's representative/liaison during the performance of this Agreement shall be Sherry L. Howard, Deputy Director, Department of Housing and Economic Development (DHED), telephone number: 561-233-3653, email: showard@pbcgov.org

The AGENCY's representative/liaison during the performance of this Agreement shall be Dan E. Shorter, CEO, The Coalition for Independent Living Options, Inc., telephone number: 561-966-4288, email: dan@cilo.org

ARTICLE 2 – SCHEDULE

The AGENCY shall commence services on **October 1, 2022** and complete all services by **September 30, 2023**. (“Grant Period”)

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

ARTICLE 3 – PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed the total amount of the Grant Funds. The AGENCY shall notify the COUNTY's representative in writing when 90% of the Grant Funds have been invoiced by the Agency. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided in EXHIBIT “A” for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the AGENCY pursuant to this Agreement shall be reviewed and approved by the Department of Housing and Economic Development (DHED), to verify that the services have been rendered in conformity with this Agreement. Approved invoices will then be promptly sent by DHED to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following DHED approval. When original documents cannot be presented, the AGENCY must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by DHED later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that pre-date the effective date of this Agreement.
- C. All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Requirements 2 CFR 200. The AGENCY must inform DHED in writing (and include the purchase order or written agreement) of the vendor selected. The purchase order or written agreement must include the name/type of goods or services purchased and all costs associated with the purchase.
- D. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "Final Invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice shall be deemed to have been waived by the AGENCY. Any portion of Grant Funds not expended by **September 30, 2023**, shall be retained by the COUNTY and shall not be eligible for reimbursement to the AGENCY.

- E. The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the AGENCY, and the AGENCY shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate payments until the AGENCY complies with any additional conditions that may be imposed by the COUNTY or U.S. HUD.
- G. In order to do business with COUNTY, agencies shall 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-consultants, AGENCY shall ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize an Agreement award until the COUNTY has verified that the AGENCY and all of its sub-consultants are registered in VSS.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

The Agency's rates and costs shall be adjusted to exclude any sums the COUNTY determines were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or subcontractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

In the event of termination of this Agreement, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

This Agreement can be terminated as provided in Exhibit "A" or as provided below:

- A. Termination for Cause: If, through any cause, a party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the defaulting party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

- B. Termination for Convenience: At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) days written notice to the other party.
- C. Termination Due to Cessation: In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination

After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the AGENCY's key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 7 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 – 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 Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon receipt of funding from U.S. HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the COUNTY to provide funding from any other source, including, but not limited to, funds from the COUNTY's annual budget and appropriations.

ARTICLE 10 – INSURANCE REQUIREMENTS

The AGENCY shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under the Agreement.

The AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

- D. **Certificates of Insurance:** On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

- E. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 – INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Agency’s performance pursuant to this Agreement or due to the acts or omissions of AGENCY.

In addition, AGENCY agrees to take prompt corrective action, including paying amounts resulting from an adverse finding or penalty if the COUNTY, U.S. HUD, or any other federal AGENCY or other organization determines compliance has not been achieved with the CDBG Program.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Notwithstanding the above, the AGENCY shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

ARTICLE 13 –REMEDIES/NO THIRD PARTY BENEFICIARIES/GENERAL COMPLIANCE

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 14 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or any other applicable law, including, but not limited to, any U.S. HUD regulations relating to conflict of interest. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify DHED, in writing, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY's judgement or quality of services being provided hereunder. Such

written notification shall identify the prospective business association, interest or circumstance and the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 15 – EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 – ARREARS

The AGENCY shall not pledge the COUNTY's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as amended.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 – CONTINGENT FEES

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

ARTICLE 20 – ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business within Palm Beach County.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 21 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of grants and 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 shall be 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 this 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 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 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.

ARTICLE 22 – AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY's notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 – NOTICE

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

Sherry Howard, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

The Coalition for Independent Living Options, Inc.
4400 N. Congress Ave., Suite 203
West Palm Beach, FL 33407
Attn: **Dan E. Shorter, CEO**

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY's employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its 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 Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours.

At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, 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 provided pursuant to this Agreement.

ARTICLE 30 – SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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

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

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

ARTICLE 32 – 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. AGENCY shall execute by manual means only, unless the COUNTY agrees otherwise.

ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY

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

AGENCY 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. AGENCY 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 Agreement which 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 subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future Agreement by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 – INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflicts with the terms of Exhibit "B", the terms of Exhibit "B" shall govern.

ARTICLE 35 – RECOGNITION

The AGENCY shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. The AGENCY shall also notify the COUNTY prior to any ceremonies or events relating to facilities or items funded by this Agreement and shall provide to COUNTY all required admissions to said events to, as part of the consideration for this Agreement, allow for participation of the Mayor, COUNTY Commissioners, COUNTY Administration, Department staff or other COUNTY Officials.

In addition, the AGENCY will make good faith efforts to recognize the COUNTY's support for all activities made possible with funds made available under this Agreement.

ARTICLE 37 – CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- B. Evaluation and Monitoring: The Agency agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Agency shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Agency shall provide information as requested by DHED to enable DHED to complete reports required by the County or U.S. HUD. The Agency shall allow DHED, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DHED or U.S. HUD. Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations

incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DHED on an annual basis. The Agency may request that program income be used to fund other eligible uses, subject to DHED approval, and provided the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

- D. Opportunities: To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

- E. Citizen Participation: The Agency shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

- G. Drug-Free Workplace: The Agency shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

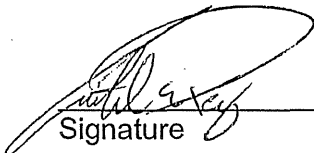
- I. Discharge of Beneficiaries: The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from DHED.

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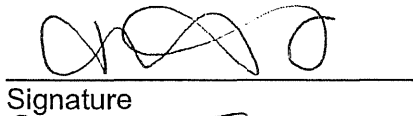
IN WITNESS WHEREOF, AGENCY has hereunto set its hand the day and year above written.

WITNESS:

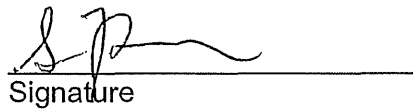
AGENCY:


Signature

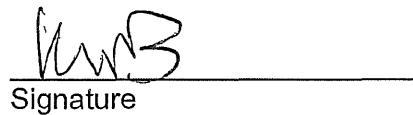
Cristobal Perez
Name (type or print)


Signature

Ashley James
Name (type or print)


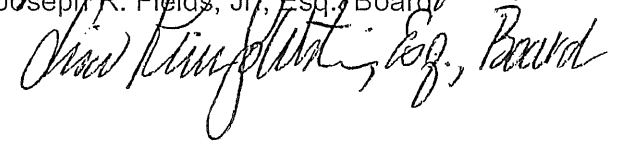

Signature

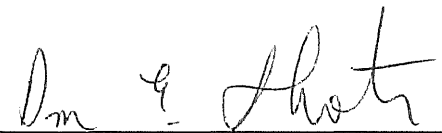
Stephanie Paniagua
Name (type or print)


Signature

Kayla Barnes
Name (type or print)

THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

By: 
Joseph R. Fields, Jr., Esq. Board

Dan Shorter, Esq. Board

By: 
Dan Shorter, Chief Executive Officer

(Corporate Seal)

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

R2022 1198 OCT 18 2022

PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS

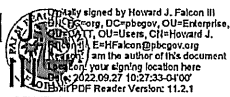
By: Jonathan B. Brown
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: 9/27/2022

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: Howard J. Falcon III
Howard J. Falcon III
Chief Assistant County Attorney



By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"

SCOPE OF WORK

1. **THE AGENCY AGREES TO:**

(A) SCOPE OF SERVICES

The Agency shall provide prepared meals through the Disability Inclusion & Nutrition Education (DINE) Program to disabled individuals who are temporarily unable to purchase and prepare food due to recovery from an illness, injury, surgery, transition from a nursing home, or temporarily without permanent housing. In addition to providing meals, the Agency shall provide instructions in living skills to its clients. The Agency shall procure the aforesaid meals pursuant to the purchasing requirements specific herein and shall provide DHED documentation demonstrating its compliance with such requirements.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule V. **Specifically, funds will be used for meal packages.** The Agency attests to the accurate completion of Schedule V to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform County and obtain written approval from the County of any changes to the budget displayed on Schedule V.

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(C) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to up to thirty-three (33) unduplicated disabled individuals on an annual basis. At least fifty-one percent (51%) of the Agency's services in connection with this Agreement shall be Low- and Moderate- Income Persons.

Persons who meet the definition as "severely disabled" shall be presumed to have low- and moderate-income status for the purposes of this Agreement and shall be regarded as beneficiaries acceptable to the County as part of the thirty-three (33) unduplicated individuals stated herein. Persons are considered severely disabled if they:

1. use a wheelchair or another special aid for six (6) months or longer;
2. are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking), needed assistance with activities of daily living (getting around inside the home, getting in and out of bed or a chair; bathing, dressing, eating, and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);

3. are prevented from working at a job or doing housework; have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or are under sixty-five (65) years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Proof of disability status under this definition must be maintained in the client's program files be made available for monitoring purposes. Proof of disability documentation may include, but not limited to, assessments, evaluations, or statements from an appropriate practitioner or Agency (e.g., Social Security Administration, Veterans Administration). At no time shall DHED inquire about the nature or extent of a person's disability, nor inquire about a person's diagnosis or details of treatment for said disability or medical condition.

(D) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend, and request reimbursement of at least seventy-five percent (75%) equaling **\$16,799.25** of the total funding allocated through this Agreement by **July 15, 2023**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2023**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

(E) PROCUREMENT

The Agency shall procure all goods and services referenced under this agreement in compliance with Paragraph 3.C (Purchasing) of this agreement. The Agency shall provide DHED with its initial invoice and all documents related to the solicitation of the vendor, including but not limited to: description of goods, solicitation opening and closing dates; tabulation of responses and selection of vendor, and the executed agreement with the successful vendor.

The Agency further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include: an original invoice cover sheet, attached hereto as Schedule I, which shall be signed by a person authorized by the Agency to submit invoices on its behalf; a Client Daily Record, attached hereto as Schedule II, for each month served; invoices from the vendor for services provided during the month; and proof of payment by the Agency. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to DHED:

1. Direct Benefit Activities Form: This Form, attached as Schedule III, shall be submitted by the Agency to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, attached hereto as Schedule IV, shall be submitted by the Agency to DHED for each month served, detailed on a per week basis, as covered by this Agreement. This Report shall be submitted no later than the 15th day of each month to report to the County on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency an amount not to exceed \$22,399 for the cost to procure the meal packages. The rate of reimbursement shall be at the rate agreed to between the Agency and the vendor as set forth in their executed Agreement.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

SCHEDULE I

INVOICE COVER SHEET

USE AGENCY LETTERHEAD STATIONERY

TO: Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: The Coalition for Independent Living Options, Inc.
4400 N. Congress Avenue – Suite 203
West Palm Beach, FL 33407

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice covers deliveries made during the month of _____ for the weeks ending _____.

You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

SCHEDULE III

DIRECT BENEFITS ACTIVITIES

Sub-Recipient/Program Name: The Coalition for Independent Living Options, Inc. Agreement: R _____ - _____ Month/Year Reported: _____

Monthly/ Yearly	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:											
		Income:					Racial/Ethnic Characteristics:				Female Head of Household	Disabled Head of Household	
		Over 80%	Moderate Income 51%- 80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	#Total		# Hispanic				
					Racial Category	This Month	YTD	This Month	YTD				
Total Unduplicated Number Served This Month:	_____*						White:						
							Black/African American:						
							Asian:						
							American Indian/Alaskan Native:						
							Native Hawaiian/Other Pacific Islander:						
							American Indian/Alaskan Native & White:						
							Asian & White:						
							Black/African American & White:						
							Am. Indian/Alaskan Native & Black African Am:						
Total Unduplicated Number Served Year- to-Date (YTD):	_____**					Other Multi-Racial:					This Month	This Month	
						TOTAL	_____*	____**	____	____	YTD	YTD	

* These totals must agree.

** These totals must agree with each other and be consistent with any previously submitted figures.

SCHEDULE IV

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____

Week Ending: _____ 20____

Agency: **The Coalition for Independent Living Options, Inc.**

Address: 4400 N. Congress Ave. – Suite 203, WPB, FL 33407

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____
Source of Program Income:		

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.

<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u>	<u>#BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
	<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE V

ORGANIZATION: Coalition for Independent Living Options, Inc. PROGRAM: CDBG FY 2022-2023 PALM BEACH COUNTY CDBG										CONTACT NAME: Dan Shorter TITLE: CEO PHONE: 561-966-4288							
A. PERSONNEL EXPENSES																	
Salaries:																	
	FTE	Annual Salary	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	ESGP Funding to Program	% Alloc to Program	FAA Funding to Program	% Alloc to Program	School Board to Program	% Alloc to Program	General Revenue	% Alloc to Program	CARES to Program	% Alloc to Program	Town PB United Way	Total
Independent Living Specialist	0.1	\$49,025		\$0		\$0	10%	\$4,903		\$0		\$0		\$0		\$0	\$4,903
Independent Living Specialist	0.1	\$40,934		\$0		\$0	10%	\$4,093		\$0		\$0		\$0		\$0	\$4,093
Deputy Director of Programs and Data	0.1	\$55,000		\$0		\$0		\$0	10%	\$0		\$5,500		\$0		\$0	\$5,500
Food Pantry Specialist	0.50	\$19,968	0.75	\$14,976		\$0		\$0		\$0		\$0	25%	\$4,992		\$0	\$14,976
	0.8	\$97,365		\$14,976		\$0		\$7,509		\$0		\$5,500		\$4,992		\$0	\$29,472
Fringe Benefits:																	
Health/Dental/Vision/retirement				\$0		\$0	10%	\$2,679		\$0	10%	\$855		\$0		\$0	\$3,534
FICA/WC/SUTA				\$0		\$0	10%	\$1,317		\$0	10%	\$805	25%	\$799		\$0	\$2,122
				\$0		\$0		\$0		\$0		\$0				\$0	\$0
				\$0		\$0		\$3,996		\$0		\$1,660		\$799		\$0	\$5,656
Sub-Total Personnel				\$0		\$0		\$11,505		\$0		\$7,160		\$5,791		\$0	\$35,128
B. OPERATING COSTS																	
1 Professional Fees																	
				\$0		\$0		\$0		\$0		\$1,650				\$0	\$1,650
				\$0		\$0		\$0		\$0		\$6,000				\$0	\$0
				\$0		\$0		\$0		\$0		\$0				\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$350				\$0	\$350
3 Supplies			100%	\$7,423		\$0		\$500		\$0		\$0				\$0	\$7,423
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0				\$0	\$0
5 Occupancy				\$0		\$0		\$956		\$0		\$478		\$478		\$0	\$0
Other: All occupancy, repairs, insurance, additional supplies, professional fees and other salaries funded by other sources.																	
Subtotal Operating Costs				\$7,423		\$0		\$1,456		\$0		\$2,000				\$0	\$9,423
C. ADMINISTRATIVE COSTS																	
				\$0		\$0		\$0		\$0		\$0				\$0	\$0
TOTAL PROGRAM BUDGET				\$22,399		\$0		\$0		\$0		\$0				\$0	\$44,551

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

For purposes of this Exhibit "B" AGENCY shall also be defined as Contractor

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering AGENCY, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

- (1)** The contractor 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.
- (2)** The contractor agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection AGENCY Regional Office.
- (3)** The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection AGENCY Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, 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. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C 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 COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the COUNTY. 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.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant 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 AGENCY, 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 who in turn will forward the certification(s) to the awarding AGENCY.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the COUNTY. 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.

6. Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive AGENCY on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Notice of COUNTY Reporting Requirements.

(a) General. The COUNTY is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the COUNTY to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the COUNTY may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the COUNTY as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the COUNTY to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time. Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the COUNTY or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the COUNTY, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the COUNTY by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the COUNTY or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. COUNTY encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. COUNTY encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus are firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

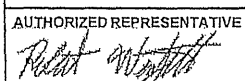
PRODUCER Guided Insurance Solutions, LLC 4904 Eisenhower Blvd Ste 350 Tampa FL 33634	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 855-447-2873 FAX (A/C, No): E-MAIL ADDRESS: certificates@guidedsolutions.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER B: CNA Insurance Co</td> <td>35289</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insuranc</td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuran	18058	INSURER B: CNA Insurance Co	35289	INSURER C: ACE Fire Underwriters Insuranc	20702	INSURER D:		INSURER E:		INSURER F:
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INSURED COALITION FOR INDEPENDENT LIVING OPTIONS, INC 4400 N. Congress Ave, Ste. 203 West Palm Beach FL 33407	COALFOR-01													

COVERAGES **CERTIFICATE NUMBER: 2067434553** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2254425	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2254425	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Employment Practices Liab Directors & Officers			652438330 652438330	6/9/2022 6/9/2022	6/9/2023 6/9/2023	Aggregate Aggregate \$ 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as Additional Insured with respect to General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER Board of Palm Beach County Commissioners c/o Department of Housing & Economic Development 100 Australian Ave Suite 500 West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COALITION FOR INDEPENDENT LIVING OPTIONS, INC.
"Promoting Independence for People with Disabilities"

September 20, 2022

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

RE: Signing Authority

To Whom It May Concern:

Please be advised that Article X, Section 11.4 Contracts of the Bylaws for the Coalition for Independent Living Options, Inc. identify who has authority to sign contracts for CILO. See the attached image of the article section provided below:

11.4 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract, or execute or deliver any instrument, in the name of, and on behalf of, the corporation.

Therefore, the following CILO staff will have signing authority on the CDBG contract, invoices, and financial documents:

- Dan Shorter, CEO

Sincerely,

Lisa Kline Goldstein
Secretary
signing for
Joseph R. Fields, Jr., Esq.
President
Board of Directors