

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	32,000	32,000	32,000	32,000	32,000
External Revenue	(17,455)	(17,455)	(17,455)	(17,455)	(17,455)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	14,545	14,545	14,545	14,545	14,545

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes x No
 Is this item using Federal Funds? Yes x No
 Is this item using State Funds? Yes x No

Budget Account No.:

Fund 0001 Dept 140 Unit 1220 Object 5121 Program Code var Program Period Var
 Fund 1010 Dept 142 Unit 1477 Object 5121 Program Code var Program Period Var
 Fund 1003 Dept 145 Unit 1455 Object 5121 Program Code var Program Period Var
 Fund 0001 Dept 148 Unit 1354 Object 5121 Program Code var Program Period Var
 Fund 1161 Dept 142 Unit 1443 Object 5121 Program Code var Program Period Var
 Fund 0001 Dept 146 Unit 7621 Object 5121 Program Code var Program Period Var

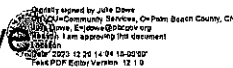
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding source is ad valorem, U.S. Department of Housing and Economic Development, Emergency Rental Assistance Program, United States Health and Human Services, and State of Florida Department of Economic Opportunity. The cost is divided by these funding sources as the contracted agencies are funded by these funding sources. External grant revenue in the amount of \$17,455 will be received as follows:

1010/142/1477/3169 4,363.75
 1003/145/1455/3168 4,363.75
 0001/148/1354/3469 4,363.75
 1161/142/1443/3169 4,363.75

C. Departmental Fiscal Review:

Julie Dowe



Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Lisa M. Carter 1/2/24
 OFMB CB 1/2/24

Sarah M. Amore 1/16/24
 Contract Development and Control

B. Legal Sufficiency:

Helene Cottogno 1-16-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

FIFTH AMENDMENT TO THE SAMIS COLLABORATIVE AGREEMENT

This FIFTH AMENDMENT is made and entered into as of October 1, 2023, between:

Children's Services Council of Broward County, Kids Hope Alliance (for and on behalf of the City of Jacksonville), Children's Service Council of Martin County, Children's Services Council of St. Lucie County, Children's Services Council of Palm Beach County, The Children's Trust of Miami-Dade County, the Escambia Children's Trust, the Children's Trust of Leon County and the Children's Trust of Alachua County (collectively "Children Service Councils" or "CSCs"), United Way of Broward County (a Local Funding Partner or "LFP"), Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners ("PBC", a Local Funding Partner or "LFP"), and the Florida Alliance of Children's Councils and Trusts, Inc. (FACCT) the Operating and Fiscal Agent, collectively referred to as the "Parties."

WHEREAS the Parties, with the exception of PBC, executed the SAMIS COLLABORATIVE AGREEMENT dated October 1, 2021, a 1st Amendment effective September 1, 2022, a 2nd Amendment effective October 1, 2022, a 3rd Amendment effective January 1, 2023 and a 4th Amendment effective April 1, 2023 (the Agreement); and

WHEREAS PBC has been a LFP since prior to the inception of this Agreement, previously providing funding through a Memorandum of Understanding with the Children's Services Council of Palm Beach County; and

WHEREAS, the Parties desire to amend the Agreement as provided herein and to allow PBC to become a member of the SAMIS COLLABORATIVE and a voting member of the Statewide Management Group ("SMG").

IN CONSIDERATION of mutual agreements hereinafter contained, the Parties intending to be legally bound hereby agree as follows:

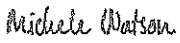
1. Effective October 1, 2023, no CSC may join the SAMIS COLLABORATIVE, have use of, or access to SAMIS, or be a Party to this Agreement without being or becoming a member of the Florida Alliance of Children's Councils and Trusts.
2. PBC has been a LFP since prior to the inception of this Agreement. PBC seeks to become a voting member of the SMG, subject to the terms of this Agreement. Consistent with Section VIII. C. of the Agreement, as a LFP that is associated with a CSC (Children's Services Council of Palm Beach County) PBC may join the SAMIS COLLABORATIVE and become a voting member of the SMG.
3. Paragraph 2 of Section VIII. C. is deleted.
4. Effective October 1, 2023, PBC will become a voting member of the SMG, a member of

the SAMIS COLLABORATIVE, and an additional Party to this Agreement.

5. PBC acknowledges that effective October 1, 2023, it is a voting member of the SMG, a member of the SAMIS COLLABORATIVE and an additional Party to this Agreement. The total amount to be paid by PBC for all services and costs shall not exceed a total amount of \$32,000.00 per Fiscal Year, and the obligations of PBC under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County. Because PBC has been an LPF prior to execution of this Agreement, PBC will not be required to pay the New Member Fees contained in Section X C. of the Agreement. As Palm Beach County intends to use federal funds towards payment of its annual fees, the attached Exhibits B, C, and D are incorporated into the terms of the Agreement, but are applicable solely to PBC and FACCT as Fiscal Agent, and are not applicable to any other Party.
6. The Parties acknowledge that PBC, as a subdivision of the State of Florida, has not waived Sovereign Immunity as provided in Chapter 768, Florida Statutes, and PBC is expressly included within Section V of the Agreement, Sovereign Immunity and Third Parties.
7. With respect to Kids Hope Alliance (for and on behalf of the City of Jacksonville), in addition to the Authority to Act in Section IV, authority to make and enter into this Fifth Amendment is found in an Award issued by the Procurement Division of the City of Jacksonville dated April 18, 2023 and Section 77.106(a)(4) City of Jacksonville Ordinance Code.
8. Pursuant to Section 106.431, City of Jacksonville Ordinance Code, the maximum indebtedness for the Kids Hope Alliance, for and on behalf of the City of Jacksonville, for all fees, payments, expenses, and other costs, under this Agreement, shall not exceed a maximum of amount of \$32,000.00 This maximum indebtedness may be increased by written amendment to this Agreement. All amounts payable by the Kids Hope Alliance for and on behalf of the City of Jacksonville are subject to lawful appropriation of funds therefore.
9. Attachment "A" to the Agreement is replaced by Attachment "A" attached hereto after the signature pages.
10. Except as otherwise previously amended or amended herein, the SAMIS COLLABORATIVE AGREEMENT dated October 1, 2021, remains in full force and effect.

IN WITNESS THEREOF, the Parties have caused this Fourth Amendment to be executed by their undersigned authorized representatives.

[Signatures Continued on Next Page]

DocuSigned by:


Michele Watson, CEO
Florida Alliance of Children's Councils & Trusts, Inc.

Date: 10/30/2023

DocuSigned by:


James R. Haj, President and CEO
The Children's Trust

Date: 10/31/2023

DocuSigned by:


David Heaton, Executive Director
Children's Services Council of Martin County

Date: 10/31/2023

[Signatures Continued on Next Page]

DocuSigned by

Cindy J. Arenberg Seltzer

Cindy J. Arenberg Seltzer, President/CEO
Children's Services Council of Broward County

Date: 11/1/2023

DocuSigned by

Lisa Williams-Taylor, Ph.D.

Lisa Williams-Taylor, CEO
Children's Services Council of Palm Beach County

Date: 11/3/2023

DocuSigned by

Sean Boyle

Sean Boyle, Executive Director
Children's Services Council of St. Lucie County

Date: 11/6/2023

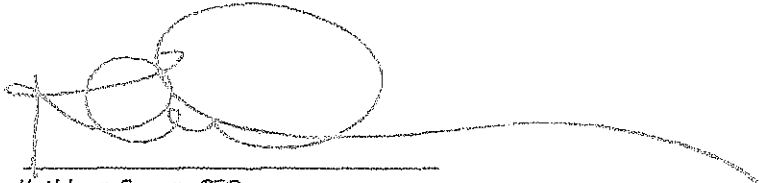
DocuSigned by

Tammy Abrams

Tammy Abrams, Interim Executive Director
Escambia Children's Trust

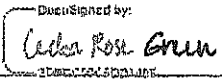
Date: 11/6/2023

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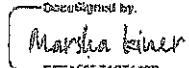
Kathleen Canon, CEO
United Way of Broward County

Date: 11/20/2023

DocuSigned by:


Cecka Rose Green, Executive Director
Children's Services Council of Leon County

Date: 11/6/2023

DocuSigned by:


Marsha Kiner, Executive Director
Children's Trust of Alachua County

[Signatures Continued on Next Page]

KIDS HOPE ALLIANCE,
a public body acting on behalf of the City of
Jacksonville, a consolidated political subdivision and
municipal corporation existing under the laws of the
State of Florida

~~Michael Weinstein, CEO~~
Dr. Saralyn Greass

Date: _____

Director of Finance
City Contract #

Form Approved:

Office of General Counsel

[Signatures Continued on Next Page]

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ATTEST:
JOSEPH ABRUZZO,
Clerk of the Circuit Court
And Comptroller, Palm Beach County

PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

Approved As To Form and Legal Sufficiency

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
DocuSigned by:
Helene C. Hoizd
BF3DF20B2223413
Senior Assistant County Attorney

By: _____
DocuSigned by:
James E. Green
BE34EE22BDE402
Department Director

ATTACHMENT A

ANNUAL FEES:

SAMIS COLLABORATIVE MEMBERS	Year 1 21-22	Year 2 22-23	Year 3 23-24	Year 4 24-25	Year 5* 25-26
CSA Broward LFP	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
CSC Martin	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
PBC LFP	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
CSC St. Lucie County	\$25,000	\$30,000	\$32,000	\$32,000	\$32,000
United Way of Broward LFP	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
KHA - Jacksonville	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
CSC Palm Beach	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
CSC Broward	\$50,000	\$37,000	\$32,000	\$32,000	\$32,000
The Children's Trust (Miami-Dade)	\$80,000	\$37,000	\$32,000	\$32,000	\$32,000
United Way of NE Florida LFP		\$32,000	\$32,000	\$32,000	\$32,000
Escambia Children's Trust		\$32,000	\$32,000	\$32,000	\$32,000
CSC Leon County		\$24,000	\$32,000	\$32,000	\$32,000
Children's Trust of Alachua		\$16,000	\$32,000	\$32,000	\$32,000
SAMIS 3.0 FEES FROM FUND BALANCE	\$15,000	\$15,000	\$15,000	\$15,000	\$ -
	\$332,000	\$415,000	\$431,000	\$431,000	\$416,000

* Year 5 is not the subject of this Agreement, unless by amendment, but projects the goal of consistent fees for all SAMIS COLLABORATIVE members by FY 25-26

Annual Fee Breakdown:

	Monthly Fees	Per Partner Annual (Based on 13 Current Members)
SAMIS Fees Per Partner	\$ 1,584.00	\$ 20,592.00
SAMIS Platform Fee	\$ 4,751.00	\$ 4,751.00
SAMIS 3.0	\$ 5,000.00	\$ 6,667.00 (owed by all members even when member terminates participation in collaborative through FY 24-25- See XIV. C., subject to XIV.D.2)
Operating Costs	-	\$ 4,290.00
TOTAL		\$ 36,300.00

NEW MEMBER FEE: \$2500

EXHIBIT B

PALM BEACH COUNTY TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

The following additional Terms and Conditions are applicable to this contract for services paid or reimbursed with federal funds by the Palm Beach County, a political subdivision of the State of Florida by and through its Board of Commissioners, ("COUNTY"), and the Florida Alliance of Children's Councils & Trusts, Inc. (FACCT)

ORDER OR PRECEDENCE

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

AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under the U.S Department of Treasury, or any subsequent funders.

TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the FACCT 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 to the FACCT'S most favored customer for the same or substantially similar service.

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

SUCCESSORS AND ASSIGNS

The COUNTY and the FACCT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the FACCT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

WARRANTIES AND LICENSING REQUIREMENTS

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

NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as amended, the FACCT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the FACCT 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 FACCT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, FACCTs, suppliers, or commercial customers, nor shall the FACCT retaliate against any person for reporting instances of such discrimination. The FACCT shall provide equal opportunity for sub-contractors, FACCTs and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County

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

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

REMEDIES

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 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 FACCT.

CONFLICT OF INTEREST

The FACCT 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 and Palm Beach

County Code of Ethics. The FACCT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The FACCT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the FACCT'S judgment 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 FACCT may undertake and shall 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 FACCT. The COUNTY agrees to notify the FACCT of its opinion by certified mail within thirty (30) days of receipt of notification by the FACCT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FACCT, the COUNTY shall so state in the notification and the FACCT 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 FACCT under the terms of this Agreement.

DRUG-FREE WORKPLACE

The FACCT shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the FACCT'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the FACCT of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

AMERICANS WITH DISABILITIES ACT (ADA)

The FACCT shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

INDEPENDENT CONTRACTOR RELATIONSHIP

The FACCT 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 FACCT'S sole direction, supervision, and control. The FACCT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FACCT'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 FACCT does not have the power or authority to bind the COUNTY in any

promise, contract or representation other than specifically provided for in this Agreement.

CONTINGENT FEES

The FACCT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FACCT 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 FACCT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the FACCT certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted FACCT 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 sections 287.133(3)(a), Florida Statutes.

EXCUSABLE DELAYS

The FACCT 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 FACCT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

FACCT acknowledges that the COUNTY and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Agreement.

Upon the FACCT'S request, the COUNTY shall consider the facts and extent of any failure to

perform the work and, if the FACCT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of 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.

ARREARS

The FACCT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The FACCT further warrants and represents that it has no

obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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.

STANDARDS OF CONDUCT FOR EMPLOYEES

The FACCT must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective FACCT official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The FACCT shall provide a copy of the rules of conduct to each officer, employee, board member, and subvendor that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

DISCRIMINATORY VENDOR LIST

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

SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the FACCT 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 sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if FACCT 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 sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the FACCT certifies that it, its affiliates, suppliers, and subagencies 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 sections 215.473, Florida Statutes 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 FACCT, 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 sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension", Exhibit C, is required at time of contract execution. Upon request, the FACCT agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Contract award. This Contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the FACCT is required to verify that none of the FACCT, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935). The FACCT must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later

determined that the FACCT did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

BYRD ANTI-LOBBYING

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

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

FEDERAL SYSTEM FOR AWARD MANAGEMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

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

REGULATIONS

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

PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the FACCT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the FACCT shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The FACCT 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 FACCT 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 FACCT does not transfer the records to the public FACCT.

D. Upon completion of the Agreement, the FACCT shall transfer, at no cost to the COUNTY, all public records in possession of the FACCT 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 FACCT transfers all public records to the COUNTY upon completion of the Agreement, the FACCT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the FACCT keeps and maintains public records upon completion of the Agreement, the FACCT shall meet all applicable requirements for retaining public records. All records stored electronically by the FACCT 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 FACCT 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. FACCT acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF FACCT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FACCT'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.

PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the FACCT, 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 interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

AUTHORITY TO PRACTICE

The FACCT 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.

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 FACCT. The FACCT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the FACCT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

E-VERIFY - EMPLOYMENT ELIGIBILITY

FACCT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FACCT'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT**

This Required Certification MUST be Submitted


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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an FACCT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any FACCT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The FACCT, Chief Executive Officer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of FACCT's Authorized Official

DocuSigned by

Signature of Michele Watson

Michele Watson, CEO of FACCT

10/30/2023

Date

EXHIBIT D

CERTIFICATION
DEBARMENT AND SUSPENSION

The FACCT certifies that:

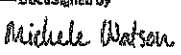
- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940)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

COMPANY: FLORIDA ALLIANCE OF CHILDREN'S COUNCILS AND TRUSTS

**ADDRESS: 1203 Governor's Square
Suite 102
Tallahassee, FL 32301**

COMPANY'S AUTHORIZED OFFICIAL:

Michele Watson, CEO

DocuSigned by

1065A9ECC68433

Signature

Date 10/30/2023