

HOST SHELTER CONTRACT

This HOST SHELTER CONTRACT (the “Contract”) is made as of the 9th day of January 2023, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY”, and City of Greenacres, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the “OWNER”.

RECITALS

WHEREAS, the COUNTY, under Florida Statutes Chapter 252, is responsible for safeguarding the lives of its citizens during emergencies, which includes establishing safe public transitional space, once emergency shelters are closed down, to shelter those that cannot return to their homes due to the damage caused by the emergency event (a “Host Shelter”); and

WHEREAS, OWNER owns or has the authority to permit use of the property as described and set forth in Exhibit “A” (the “Premises”), which is attached hereto and incorporated herein; and

WHEREAS, the COUNTY desires to use, and the OWNER agrees to permit the use of, the Premises as a Host Shelter in accordance with this Contract; and

WHEREAS, the COUNTY has reviewed available properties in desired locations to serve as Host Shelters and due to lack of willing owners or available properties in desired locations, the COUNTY has determined to enter into this sole source agreement with OWNER for the Premises.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the COUNTY and the OWNER agree as follows:

ARTICLE 1 - GENERAL USE PROVISIONS

1.01 Recitals

The parties affirm and incorporate the recitals set forth above.

1.02 Use of Premises

OWNER grants to COUNTY the exclusive use and possession of the Premises, as described in Exhibit “A”, upon COUNTY determining, in its sole discretion, that there is a need to provide a Host Shelter for those that cannot return to their homes due to the damage caused by an emergency event. The COUNTY’s use of the Premises will be 24 hours per day, seven days per week through the period the COUNTY determines the Host Shelter must be utilized. The parties understand and agree that the emergency event, and COUNTY’s use of the Premises, may occur with little advance warning, or notice.

Each time COUNTY uses the Premises, it must work with OWNER and document the terms and conditions of each use by completing the documentation set forth in Exhibit “A”, which terms are attached hereto and incorporated herein. The Facilities, Development & Operations Department Director, or designee, shall be the COUNTY’s representative in completing and executing the documentation set forth in Exhibit “A” for each use of the Premises.

1.03 Responsibilities of County

When the COUNTY determines that there is a need to provide a Host Shelter, the COUNTY shall notify the OWNER of COUNTY’s activation of this Contract and COUNTY’s right to exclusive use and possession of the Premises; and the following rights and responsibilities shall apply:

1.03.1 The COUNTY shall make reasonable efforts to notify OWNER sufficiently in advance of the need to use the Premises.

1.03.2 Prior to COUNTY’s use and possession, and upon surrender of the Premises, COUNTY shall inspect and document the condition of the Premises.

1.03.3 The COUNTY shall provide staff and logistical support to oversee and manage the use of the Premises.

1.03.4 During COUNTY’s use and possession of the Premises, the COUNTY shall be responsible for operations, including COUNTY staff and volunteers; and the COUNTY shall be responsible for oversight of care for evacuees and for the care and custody of all emergency supplies and equipment. The COUNTY shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect the OWNER’s interest in the Premises. The COUNTY shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

1.03.5 During COUNTY’s use and possession of the Premises, the COUNTY shall be responsible for the restoration and repair of any and all damage caused to the Premises, including its furnishings, fixtures, equipment and other improvements located thereon and shall return the Premises to the same condition found prior to its use.

1.03.6

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless OWNER against any actions, claims or damages arising out of or resulting from the negligence of the COUNTY, its employees and agents, except for any damages arising out of or resulting from the negligent or intentional acts of OWNER, its employees or agents which OWNER shall be responsible to repair at its own sole cost and expense, and OWNER shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of or resulting from the negligence of the OWNER, its employees and agents, except for any damages arising out of or resulting from the negligent or intentional acts of COUNTY, its employees or

agents which COUNTY shall be responsible for at its sole cost and expense.. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.”

1.03.7 The COUNTY shall be responsible for seeking reimbursement from FEMA, or other applicable State or federal agency for all emergency use related restoration costs and emergency sheltering expenses incurred as a result of COUNTY's use and possession of the Premises. Notwithstanding the aforesaid, COUNTY shall promptly restore the Premises and reimburse OWNER as required of the COUNTY under this Contract regardless of FEMA's or other State or Federal agency reimbursement(s) determination.

1.03.8 The COUNTY shall provide the OWNER with a daily/weekly/monthly (as applicable) report which will identify the length of time required before the COUNTY expects to return use and possession of the Premises to OWNER.

1.03.9 During COUNTY's use and possession of the Premises, COUNTY may obtain and install all necessary equipment and emergency power required to effectively respond to the situation presented, and to power the Premises, at COUNTY's risk and expense.

1.04 Responsibilities of Owner

Upon the COUNTY providing notice to use the Premises, the OWNER shall make reasonable efforts to assure that the Premises are reasonably free of obstructions and available to COUNTY within eight (8) hours of the COUNTY's notice. Upon COUNTY's use and possession of the Premises, OWNER shall provide COUNTY with a contact name, phone number and email address of a person who shall be available to COUNTY at all times to act as the OWNER's point of contact ("Premises Coordinator") with the COUNTY during COUNTY's use and possession of the Premises.

1.05 Representatives

The COUNTY'S representative/liaison during the performance of this Contract shall be Director, Emergency Management Division, telephone no. (561) 712-6400, fax: (561) 712-6464, or his/her designee.

The OWNER'S representative/liaison during the performance of this Contract shall be Michele Thompson, Director of Community & Recreation Services; telephone no. Office: 561-642-2180 or Cell: 561-657-0265; email: mthompson@greenacresfl.gov.

ARTICLE 2 - TERM

The term of this Contract shall commence on the date it is fully executed by both parties ("Commencement Date"). This Contract shall expire one (1) year from the Commencement Date. The term will automatically renew for additional one (1) year terms unless a party provides written notice of non-renewal to the other party at least 180 days prior to the end of the existing term.

Notwithstanding the foregoing, this Contract may be earlier terminated as stated herein.

ARTICLE 3 - PAYMENTS TO OWNER

Payments shall be made to the OWNER in accordance with Exhibit "A".

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the OWNER 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the OWNER's most favored customer for the same or substantially similar service.

ARTICLE 5 – TERMINATION FOR CAUSE/CONVENIENCE

This Contract may be terminated by the OWNER upon thirty (30) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the OWNER. This Contract may also be terminated by the COUNTY without cause upon thirty (30) days' prior written notice to the OWNER. The OWNER shall be paid for services rendered through the date of termination Either party may terminate this Contract upon ten (10) days' prior written notice to the other party if funding is not available as provided in Article 8 (below).

ARTICLE 6 - PERSONNEL

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

ARTICLE 7 - 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 OWNER. The OWNER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the OWNER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The OWNER shall be responsible for payment of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

Either party's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the party's governing boards.

ARTICLE 9 - INSURANCE

COUNTY is a political subdivision of the State of Florida subject to the limitations of Section 768.28, Florida Statutes (“Statute”), as may be amended. Without waiving the right to sovereign immunity as provided by Statute, the COUNTY represents that it is self-insured for liabilities subject to the limitations of the Statute, as may be amended. COUNTY shall maintain a fiscally prudent liability program with regard to its obligations under this Contract. COUNTY shall provide to OWNER certification of self-insurance upon execution of this Contract and within fifteen (15) days of a written request throughout out the term of this Contract.

In the event that COUNTY maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the COUNTY shall maintain said insurance policy at limits not less than \$500,000 each occurrence. COUNTY shall also maintain or be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Chapter 440 Florida Statutes.

ARTICLE 10 – INDEMNIFICATION INTENTIONALLY DELETED

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the OWNER 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 Contract. Except as above, neither the COUNTY nor the OWNER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or OWNER.

ARTICLE 13 - CONFLICT OF INTEREST

The OWNER 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 the Palm Beach County

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

The OWNER 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 which may influence or appear to influence the OWNER's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the OWNER 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 OWNER. The COUNTY agrees to notify the OWNER of its opinion by certified mail within thirty (30) days of receipt of notification by the OWNER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the OWNER, the COUNTY shall so state in the notification and the OWNER 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 OWNER under the terms of this Contract.

ARTICLE 14 - ARREARS

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

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

Each party is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the other party. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the sole direction, supervision, and control of the party for which they are performing work or services. Each party shall exercise control over the means and manner in which it and its employees perform the work, and in all respects each party's relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other party.

Neither party has the power or authority to bind the other party in any promise, contract or representation.

ARTICLE 16 - CONTINGENT FEES

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

ARTICLE 17 - ACCESS AND AUDITS

The parties 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 Contract or such other time as may be required by Florida's public records laws. The parties shall have access to the other party's books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the party's place of business.

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 OWNER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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 18 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the OWNER 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 OWNER 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 OWNER 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 OWNER retaliate against any person for reporting instances of such discrimination. The OWNER 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 OWNER 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. OWNER shall include this language in its subcontracts.

ARTICLE 19 - AUTHORITY TO PRACTICE

The parties hereby represent and warrant that they have 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 other party upon request.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the parties certify that they and their 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 22 - NOTICE

All notices required in this Contract 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:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 34111

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

City of Greenacres
Andrea McCue, City Manager
5800 Melaleuca Lane
Greenacres, FL 33463

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the OWNER agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - REGULATIONS; LICENSING REQUIREMENTS

The parties 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 parties are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 25 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the parties certify that they and their 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 either party is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the other party.

ARTICLE 26 - PUBLIC RECORDS

Both parties are subject to Florida's Public Records Law and shall abide by the same during the term of this Contract.

ARTICLE 27 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The parties may execute the Contract through electronic or manual means.

ARTICLE 28 - INCORPORATION OF FEDERAL PROVISIONS AND CERTIFICATIONS, AND ORDER OF PRIORITY IF CONFLICTING PROVISIONS EXIST

The provisions and certifications set forth in Exhibit "B", "B-1" and "B-2" attached hereto are incorporated into this Contract and OWNER agrees to comply with such provisions and certifications at all times during the performance of this Contract where applicable. To the extent of a conflict between the provisions and certifications set forth in Exhibit "B", "B-1" and "B-2" and the provisions set forth herein and Exhibit "A", the provisions of Exhibit "B", "B-1" and "B-2" shall control. To the extent of a conflict between the provisions and certifications set forth in Exhibit "A" and the provisions set forth herein, the provisions set forth herein shall control.

ARTICLE 29 – E-VERIFY – EMPLOYMENT ELIGIBILITY

The parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended.

ARTICLE 30 - WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH OR ARISING FROM THIS CONTRACT.

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

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
**Verdenia Baker
County Administrator**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By _____
Department Director

ATTEST:

Quintella Moorer, CMC, City Clerk

OWNER:

**CITY OF GREENACRES, a municipal
corporation existing under the laws of the
State of Florida**

**APPROVED AS TO LEGAL
SUFFICIENTCY**

Joel Flores, Mayor

Signature

Name (type or print)

(seal)

[http://pbcgov.org/FDO/Common/PREM/Agreements/Host Shelter. City of Greenacres. hf app 11-14-22.docx](http://pbcgov.org/FDO/Common/PREM/Agreements/Host%20Shelter.%20City%20of%20Greenacres.%20hf%20app%2011-14-22.docx)

EXHIBIT "A"

**Premises/Host Shelter Use
Opening/Closing Form**

1. Premises Owner:

Name: _____
Address: _____

2. Premises to be Used:

Name: _____
Address: _____
Premises Coordinator (name): _____
Premises Co. (phone #/email): _____

- 3. Condition of Facility.** Pursuant to the Host Shelter Contract, the Premises Coordinator and County will jointly conduct a review of the Premises and notate and sign-off on its condition below, before it is turned over to the County. The parties will record any existing damage or other conditions of note below. The Premises Coordinator will identify and secure all equipment in the Premises that the County should not use.
- 4. Food Services.** County shall either provide food services or, upon request by the County, and if such resources are available, the Owner will provide the food service resources of the Premises including food, supplies, equipment and food service workers, available to feed the shelter occupants. If the Owner provides the food services, the services and the price for such services shall be noted below and the Premises Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the County. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and County will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Premises is turned over to the County. When the County vacates the Premises, the County and Premises Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the County's activities at the Premises.
- 5. Custodial Services.** The County will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Premises. The Premises Coordinator will designate a facility Custodian to coordinate these services at the direction of and in cooperation with the County.
- 6. Security/Safety.** The County, in its sole discretion, will coordinate with law enforcement regarding any security and safety issues, if needed, at the Premises.
- 7. Signage and Publicity.** The County may post signs identifying the Premises as a site of County host shelter operations in locations approved by the Premises Coordinator. The County will remove such signs when the County concludes its activities at the Premises. The Owner will not issue press releases or other publicity concerning the County's activities at the Premises without the written consent of the County. The Owner will refer all media questions about the County's activities to the County.

8. **Vacating Premises.** The County will notify the Owner or Premises Coordinator of the date when the County will vacate the Premises. Before the County vacates the Premises, the County and Premises Coordinator will jointly conduct a post-occupancy inspection and notate and sign-off below on the condition of and/or any damage to the Premises.
9. **Fee.** The Fee for the use of the Premises is as follows: _____ per day/week/month (circle one).
10. **Reimbursement.** County shall reimburse Owner for the following expenses during its use of the Premises:
- a. The COUNTY shall be responsible for the restoration and repair of any and all damage caused to the Premises, including its furnishings, fixtures, equipment and other improvements located thereon and shall return the Premises to the same condition found prior to its use, except for any damages arising out of or resulting from the negligent or intentional acts of OWNER, its employees or agents which OWNER shall be responsible to repair at its own sole cost and expense.
 - b. Reasonable costs associated with custodial, if any, food service personnel, other additional staff personnel and supplies which would not have been incurred but for the County's use of the Premises. The County will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. Reasonable, actual, out-of-pocket costs for utilities (water, electricity, waste disposal, etc.), to the extent that such costs would not have been incurred but for the County's use of the Premises.
 - d. The Owner will submit any request for reimbursement to the County within 30 days after the occupancy of the County ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

Opening Premises:

- 1. Condition of Premises prior to Use** (notate any/all defects or concerns with condition of Premises):

- 2. Food Services** (list type and cost of food services to be provided, including staffing requirements):

- 3. Custodial Services** (list type and cost of custodial services to be provided):

- 4. Utilities** (water, electricity, waste disposal, etc. - list type and cost of utilities to be provided):

- 5. Other** (list any other type of services and cost to be provided):

Premises Opening:

	Premises Coordinator	County Representative
Signature	_____	_____
Print Name/Title	_____	_____
Date	_____	_____

Closing Premises:

1. Condition of Premises after Use (notate any/all defects or concerns with condition of Premises):

2. Other (notate any/all issues, costs or concerns with operational matters, including food services, custodial services, utilities, etc.):

Premises Closing:

	Premises Coordinator	County Representative
Signature	_____	_____
Print Name/Title	_____	_____
Date	_____	_____

EXHIBIT "B"

FEDERAL PROVISIONS AND CERTIFICATIONS

Definitions: FDEM = State of Florida Department of Emergency Management
County = Palm Beach County, a political subdivision of the State of Florida
FEMA = Federal Emergency Management Agency, an Agency of the United States
Department of Homeland Security,
DHS = Department of Homeland Security

FEMA PUBLIC ASSISTANCE NON-CONSTRUCTION CONTRACT CLAUSES

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 Contract, 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 contract 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.

(1) 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DHS, FEMA, FDEM or 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) 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 the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, 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 FEMA.

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 FDEM and County and understands and agrees that the FDEM and County will, in turn, report each violation as required to assure notification to the FDEM, County, FEMA, 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 FEMA.

4. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. 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 2 C.F.R. pt. 3000, 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 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, 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 2 C.F.R. pt. 3000, 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 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 44 CFR Part 18 (as amended) (Certification required).

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 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 Byrd Anti-Lobbying) is required in Contractor's sealed Bid 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 contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) 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. Department of the Treasury 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 contract, 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 contract 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. Access to Records.

The contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representative's, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Use of DHS Seal or Logo Prohibited.

The Contractor shall not use the DHS or FEMA or County seals, logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and County preapproval.

11. FEMA Financial Assistance; Compliance with All Applicable Laws.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes the DHS Standard Terms and Condition for grants and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. In the event work is subcontracted, the Contractor agrees to include the requirements of this paragraph in all subcontracts made to perform this contract.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

13. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

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

14. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime 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 area firms are used when possible.

15. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

16. Records Retention.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of final payment or the date of termination or expiration of this contract, whichever is longer; except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County, FDEM, FEMA, DHS, the Comptroller General of the United States, 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.

17. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.

- A. General. The FDEM and County are using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.

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

- (2) Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.

(3) Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

B. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, 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, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

C. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:

(1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.

(2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:

(1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project for the applicable disaster declaration.

(2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

18. Third Party Claims.

INTENTIONALLY DELETED.

EXHIBIT "B-1"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

The Vendor certifies that:

- (a) This Contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, the Vendor is required to verify that none of the Vendor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (b) The Vendor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 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 the County. If it is later determined that the Vendor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The Vendor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Vendor of this Certification completed by its suppliers, subcontractors and subconsultants.

VENDOR NAME: _____

ADDRESS: _____

VENDOR'S AUTHORIZED OFFICIAL:

_____	_____	_____
Name and Title	Signature	Date

EXHIBIT “B-2”

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

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

The Contractor, _____, 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 Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date