

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 13, 2007 ☒ Consent ☐ Regular

Department: Housing and Community Development ☐ Ordinances ☐ Public Hearing

Submitted For: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 001 to an Agreement (R2005-2030) with Seagull Industries for the Disabled, Inc. to provide \$50,000 in Community Development Block Grant (CDBG) funds to operate an adult training program.

Summary: Under the authority provided the County Administrator by the Palm Beach County Board of County Commissioners on February 27, 2001 (R2001-0340), the County Administrator executed Amendment No. 001 to extend the expiration date of the Agreement with Seagull Industries for the Disabled, Inc. from September 30, 2006 to December 31, 2006. The amendment includes the following: a) substitute December 31, 2006 for September 30, 2006 in A. Part III - Section 1: Maximum Compensation and b) substitute December 31, 2006 for September 30, 2006 in B. Part III - Section 2: Time of Performance. The source of funds is Community Development Block Grant funds. This extension was needed in order to allow unexpended funds allocated through this Agreement be available to the agency to reimburse allowable services. Countywide (TKF)

Background and Justification: On October 18, 2005, Community Development Block Grant funds were provided to Seagull Industries for the Disabled, Inc. under Agreement R2005-2030 to operate an adult training program to provide employment and training to mentally disabled adults. The training facility is located at 3879 West Industrial Way, Riviera Beach, Florida. Seagull Industries for the Disabled, Inc. agreed to provide the services in accordance with U.S. HUD standards and requirements, as well as with applicable state, county and federal regulations.

Attachments:

- A. Amendment No. 001 to Agreement with Seagull Industries for the Disabled, Inc.
- B. Agreement (R2005-2030) with Seagull Industries for the Disabled, Inc.

Recommended By: Edward W. [Signature] 2/20/07
Department Director Date

Approved By: Sharon G. [Signature] 2/21/07
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years:	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>
Capital Expenditures:	_____	_____	_____	_____	_____
Operating Costs:	_____	_____	_____	_____	_____
External Revenues:	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes____		No____		
Budget Account No.:	Fund____	Agency____	Unit____	Object____	
	Program Code/Period _____				

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

No Fiscal Impact

C. Departmental Fiscal Review:


Larry D. Brown, Financial Analyst II

III. REVIEW COMMENTS

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

Funding provided through US Dept. of Housing + Urban Development.

Jim Burt 2-27-07
2/27/07 OFMB *2/27/07* *CN 2/28/07*

Jim J. Jorale 2/28/07
Contract Dev. and Control
2/28/07

B. Legal Sufficiency:

Jim Burt 3/1/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT 001 TO THE AGREEMENT
WITH
SEAGULL INDUSTRIES FOR THE DISABLED, INC.**

Amendment 001 entered into this 21 day of December, 2006, by and between Palm Beach County and Seagull Industries for the Disabled, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with Seagull Industries for the Disabled, Inc. on October 18, 2005, approved by Document R 2005-2030, to make available \$50,000 of Community Development Block Grant funds for the provision of employment and training to mentally disabled adults at the agency's sheltered workshop located at 3879 Industrial Way, Riviera Beach, Florida, and

WHEREAS, the parties wish to modify the agreement, and

WHEREAS, both parties mutually agree that the original agreement entered into on October 18, 2005 is hereby amended as follows :

A. Part III - Section 1: Maximum Compensation

Substitute "December 31, 2006" for "September 30, 2006"

B. Part III - Section 2: Time of Performance

Substitute "December 31, 2006" for "September 30, 2006"

NOW THEREFORE, all items in the previous agreement in conflict with the amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this aforementioned amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(CORPORATE SEAL)


**SEAGULL INDUSTRIES FOR THE DISABLED, INC.,
a Florida corporation**

BY: 
Mickey Nolan, Board President

BY: 
Alfred A. Eisinger, Executive Director

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

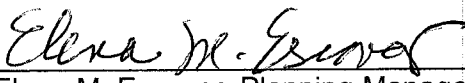
FOR ITS BOARD OF COUNTY COMMISSIONERS

By: 
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: 
Elena M. Escovar, Planning Manager
Planning Section

R2005 2030

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

SEAGULL INDUSTRIES FOR THE DISABLED, INC.

THIS AGREEMENT, entered into this _____ day of OCT 18 2005, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **SEAGULL INDUSTRIES FOR THE DISABLED, INC.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **3879 Industrial Way, Riviera Beach, FL 33404**, and its Federal Tax Identification Number as **59-1879968**.

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

WHEREAS, Palm Beach County, in accordance with the Annual Consolidated Plan, and **SEAGULL INDUSTRIES FOR THE DISABLED, INC.**, desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the **SEAGULL INDUSTRIES FOR THE DISABLED, INC.** to implement such undertakings of the Community Development Block Grant Program.

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

PART I

DEFINITION AND PURPOSE

1. Definitions:

- (1) "County" means Palm Beach County.
- (2) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means **SEAGULL INDUSTRIES FOR THE DISABLED, INC.**
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **Fifty Thousand Dollars (\$50,000)** for the period of **October 1, 2005 through September 30, 2006**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

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

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-05-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by **September 30, 2006**.

3. Method of Payment

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness

shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB

Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) Additional HCD, County, and U.S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) Prior Written Approvals - Summary

The following, among others, require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Agency shall report its plan to utilize such income to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Agency. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at, or received after, the expiration of this Agreement shall be returned to the County.

PART IVGENERAL CONDITIONS1. Opportunities for Residents and Civil Rights Compliance

The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. Evaluation and Monitoring

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the

County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or U.S. HUD. The Agency shall allow HCD, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

5. Audits and Inspections

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during

performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(4) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). The Agency shall deliver the certificate(s) to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, FL 33406.

(6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

10. Conflict of Interest

The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the project target area.

11. Citizen Participation

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

12. Recognition

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

13. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-110, A-122, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis-Bacon Act, Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors
- (14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. Termination

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

A. Termination for Cause

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

C. Termination Due To Cessation

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

15. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. Amendments

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

17. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

18. Independent Agent and Employees

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

19. No Forfeiture

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

20. Public Entity Crimes

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

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21. Counterparts Of This Agreement

This Agreement, consisting of **sixteen (16)** enumerated pages including the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

WITNESS our Hands and Seals on the _____ day of _____, 20__.

OCT 18 2005

R2005 2030

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Tony Masilotti, Chairman

Approved as to Form and Legal
Sufficiency

By: _____

Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: _____

Elena M. Escovar, Manager
Planning Section

(COUNTY SEAL)

SEAGULL INDUSTRIES FOR THE DISABLED, INC., a Florida corporation

By: _____

Mickey Nolan, Board President

By: _____

Alfred A. Eisinger, Executive Director

(CORPORATE SEAL)

EXHIBIT A

WORK PROGRAM NARRATIVE
SEAGULL INDUSTRIES FOR THE DISABLED, INC.

I. The Agency agrees to:

- A. From its sheltered workshop, located at 3879 West Industrial Way, Riviera Beach, FL 33404, operate an adult day training program to provide employment and training to at least 120 mentally disabled adults per day.

- B. Operate the shelter and provide employment/training to clients on a monthly basis as follows:

<u>MONTH OF</u>	<u>DAYS</u>	<u>MONTH OF</u>	<u>DAYS</u>
October 2005	20	April 2006	19
November 2005	20	May 2006	22
December 2005	21	June 2006	22
January 2006	21	July 2006	20
February 2006	20	August 2006	23
March 2006	22	September 2006	20

- C. The Agency will participate in the Client Management Information System in Palm Beach County, Florida (CMIS), which is hosted by The Center for Information & Crisis Services, Inc. The Agency recognizes that local maintenance of the CMIS is mandated by HUD to prevent duplication of services, and to facilitate accurate statistical reports to HUD as part of a continuous assessment of community needs and service delivery.
- D. Maintain and submit to HCD monthly with each request for reimbursement a daily roster of persons enrolled and in attendance in the Program in a format described in exhibit C.
- E. Ensure that more than fifty-one (51%) of beneficiaries assisted under this Agreement reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The agency shall prove compliance through verifiable and authentic documents on file kept for each client.
- F. Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income.
- G. Submit to HCD by the 10th of each month the Direct Benefit Activities form and Detailed Narrative Report. The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- H. Report the receipt of any income earned by the Agency to the HCD Director within five working days before the receipt of the income. Any income earned by the Agency will be considered program income and will be subject to HCD and U.S. HUD regulations and this Agreement.
- I. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- J. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
- K. Provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug Free Workplace Act of 1988.

II. The County agrees to:

- A. Reimburse the agency on a monthly basis for services provided to each client. The rate at which reimbursement will be made is shown at (B) below. **The total reimbursement amount not to exceed a maximum of \$50,000.**
- B. Provide reimbursement to the Agency for provision of employment and training to approximately 120 mentally disabled adults daily. The reimbursement will be at a rate of **\$1.67 per day** for each **person** assisted.
- C. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal and County regulations and this Agreement.
- D. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- E. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Remar M. Harvin, Director
Housing and Community Development
3323 Belvedere Road, Bldg. 501
West Palm Beach, FL 33406

FROM: Name of Subrecipient:
Address:
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2005-

Attached, you will find Invoice #_____, requesting reimbursement in the amount of \$_____. The expenditures for this invoice covers the period _____ through _____. You will also find attached documentation relating to the expenditures involved.

Approved for Submission

Ref: S:\PLANADMN\MISCADMN\Shell Contracts\standardCDBG.doc