

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>N/A</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Dept ___ Unit ___ Object ___
 Program Code/Program Period ___/___

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

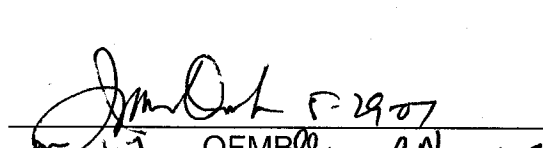
No Fiscal Impact


C. Departmental Fiscal Review:


 Larry D. Brown, Financial Analyst II

III. REVIEW COMMENTS

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

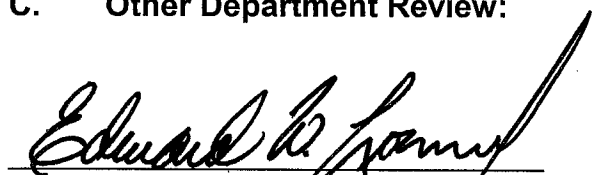

 5/24/07 OFMB 5/24/07 CN 5/23/07


 Contract Dev. and Control 5/29/07
 E Jones 5/29/07

B. Legal Sufficiency:


 Senior Assistant County Attorney 5/29/07

C. Other Department Review:


 Department Director

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

**AMENDMENT 002 TO THE AGREEMENT
WITH
LIFEWORKS DEVELOPMENT INC.**

Amendment 002 entered into this 22 day of May, 2006, by and between Palm Beach County and Lifeworks Development Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with Lifeworks Development Inc. on January 10, 2006, approved by Document R 2006-0087, as amended on September 26, 2006, to provide \$127,480 of Community Development Block Grant funds for the purchase of equipment for use at the Company's Child Care and Learning Center located at 1127 48th Street, Mangonia Park, Florida, and

WHEREAS, the parties wish to modify the agreement, and

WHEREAS, both parties mutually agree that the original agreement entered into on January 10, 2006, as amended, should be hereby further amended as follows :

A. Part III - Section 1: Maximum Compensation

Substitute "September 30, 2007" for "March 31, 2007"

B. Part III - Section 2: Time of Performance

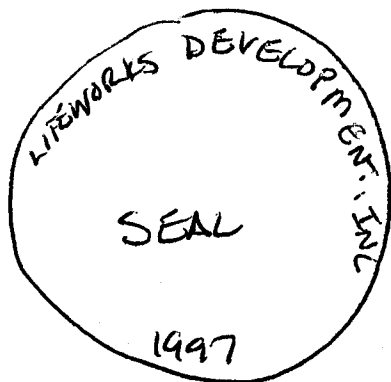
Substitute "September 30, 2007" for "March 31, 2007"

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)

LIFEWORKS DEVELOPMENT, INC., a Florida corporation



BY: Cedric Andrews
Cedric Andrews, President

BY: Carla Andrews
Carla Andrews, Director

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Robert Weisman
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields
Tammy K. Fields
Assistant County Attorney

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

By: Elena M. Escovar
Elena M. Escovar, Planning Manager
Planning Section

LIFEWORKS DEVELOPMENT, INC.

R20060087

AGREEMENT BETWEEN PALM BEACH COUNTY
AND

LIFEWORKS DEVELOPMENT, INC./D.B.A. KIDWORK CHILD CARE CENTER

THIS AGREEMENT, entered into this _____ day of JAN 10 2006, 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 Program, and LifeWorks Development, Inc. corporation duly organized and authorized to do business in the State of Florida, having its principal office at 1127 48 Street, Mangonia Park, Florida 33407 and its Federal Tax Identification Number as 311505579, hereinafter referred to as the "Company".

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 Program 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 LifeWorks Development, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage LifeWorks Development, 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 the Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Company" means LifeWorks Development, Inc.
- (5) "HCD Approval" means the written approval of the HCD Director or his 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 its behalf.
- (7) "Low and moderate income persons" means the definition set by U.S. HUD.
- (8) "Held by or made available to" means the definition set by US HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created/retained through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Company 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 Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Company 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

LIFEWORKS DEVELOPMENT, INC.

authorized sum of **\$127,480** for the period of **October 1, 2005** through and including **September 30, 2006**. Any funds not obligated by the expiration date of this Agreement automatically revert to the County.

Further budget changes within the designated Agreement 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 Company 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 under grant number B-00-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Company 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 Company by September 30, 2006**.

3. METHOD OF PAYMENT

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

Requests by the Company 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 Company. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Company and HCD. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Department of housing and Community Development later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, 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 the appropriate insurance required by this Agreement on file with HCD. No payments for multi-funded projects 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 Company 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 notification.**

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Company or any of its subcontractors performed 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 if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to HCD and approved by HCD prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost.

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 prior written approval of the HCD Director or his designee.

LIFEWORKS DEVELOPMENT, INC.

- (4) PURCHASING
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written Agreement and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 48 CFR Part 31 and 24 CFR Part 84.40-48, which are incorporated herein by reference.
- (5) REPORTS, AUDITS, AND EVALUATIONS
Payment will be contingent on the receipt of complete and accurate reports required by this Agreement, and in the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (6) ADDITIONAL COUNTY AND U.S. HUD REQUIREMENTS
The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the grantee and the grantee cannot submit requests for the same expenses to more than one funding source or under more than one program.

HCD shall have the right under this Agreement to suspend or terminate payments until the Company complies with any additional conditions that may be imposed by the County or U.S. HUD.
- (7) PRIOR WRITTEN APPROVALS-SUMMARY
The following includes but is not limited to activities that require the prior written approval of the HCD Director or his 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-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
 - (d) All change orders; and
 - (e) Requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A.
 - (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE
The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, 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 extent feasible eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project. At a minimum, the Company shall comply with the Section 3 Clause 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 Company shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for Agreements to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.
3. PROGRAM BENEFICIARIES
At least fifty-one percent (51%) of the jobs created/retained through this project must be held by, or made available to, 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 50 percent (50%) of the beneficiaries assisted directly 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 Company shall provide written verification of compliance as described in Exhibit A of this Agreement to HCD upon HCD's request.**
4. EVALUATION AND MONITORING
The Company agrees that HCD will carry out periodic monitoring and evaluation activities, as determined necessary by HCD or the County, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The Company agrees to furnish upon request to HCD, the County or the County's designees and make copies

LIFEWORKS DEVELOPMENT, INC.

or transcriptions of such records and information as is determined necessary by HCD or the County. The Company shall submit information and status reports required by HCD, the County or U.S. HUD, at HCD's request, to enable HCD to evaluate said progress and to enable HCD to complete reports required of HCD by U.S. HUD. The Company shall allow HCD or U.S. HUD to monitor the Company on site. Such site 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, the Company shall make available all its records with respect to all matters covered by this Agreement.

6. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the Company 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 Company 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 **Company shall keep all documents and records for three (3) years** after expiration of this Agreement.

7. INDEMNIFICATION

The Company 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 Company. The Company's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Company 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 the Company.

8. INSURANCE REQUIREMENT

Unless otherwise specified in this Agreement, the Company 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 County's review or acceptance of insurance maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Company 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 County's Risk Management Department. The Company agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Company 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 Company does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Company 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. Company agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

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

(4) INSURANCE COVERING EQUIPMENT

The Company shall agree to maintain insurance coverages against theft, loss, damage, and loss to persons or property in an amount not less than one hundred percent (100%) of the replacement cost of the equipment purchased with funds under this Agreement for a period of ten (10) years. The Company shall agree to be fully responsible for any deductible or self-insured retention and agree to name the County as a Loss Payee on each policy as its interest may appear in equipment purchased with funds under this Agreement.

(5) ADDITIONAL INSURED

The Company 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 & Community Development". The Company shall agree the Additional Insured endorsements provide coverage on a primary basis.

LIFEWORKS DEVELOPMENT, INC.

(6) CERTIFICATE OF INSURANCE

The Company 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 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).

(7) RIGHT TO REVIEW & ADJUST

The Company 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. CONFLICT OF INTEREST

The Company covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, 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 Company. Any possible conflict of interest on the part of the Company 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 low and moderate-income residents of the project target area.

10. CITIZEN PARTICIPATION

The Company will cooperate with HCD in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities the Company is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a 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) 48 CFR Part 31
- (3) Palm Beach County Purchasing Ordinance
- (4) Palm Beach County's Tangible Property Disposal Ordinance
- (5) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (6) The Company's Incorporation Certificate
- (7) The Company's Certificates of Insurance and Bonding

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

13. TERMINATION

In the event of termination, the Company 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 Company, and the County may withhold any payment to the Company for set-off purposes until such time as the exact amount of damages due to the County from the Company is determined.

A. Termination for Cause: If through any cause either party shall fail to fulfill in 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 of such termination or suspension of payments and specify the effective date of termination or suspension. The Company shall repay the full value of this grant, unless otherwise specified by HCD, within a time period specified by the County.

B. 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 Company 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 Company has ceased or suspended its operation shall be made solely by the County, and the Company, its successors or assigns in interest agrees to be bound by the County's determination. At the

LIFEWORKS DEVELOPMENT, INC.

County's sole discretion, the Company shall return all funds received through this Agreement to the County within a time period specified by the County.

- C. Termination for Convenience of County: The County may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the County to the Company. If this Agreement is terminated by the County as provided herein, the Company will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.
- D. Termination for Convenience of the Company: The Company may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to HCD. If the Company has received funds through this Agreement, the Company shall return all funds to the County prior to the termination of this Agreement.

14. 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.

15. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes in 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.

16. NOTICES

All notices 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 Company when delivered to its office at the address listed on Page One (1) of this Agreement.

17. INDEPENDENT AGENT AND EMPLOYEES

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

18. 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.

19. PUBLIC ENTITY CRIMES

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

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of thirteen (13) enumerated pages which include 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.

LIFEWORKS DEVELOPMENT, INC.

21. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

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

ATTEST:
Sharon R. Bock, Clerk and Comptroller

R2006-0087 JAN 10 2006

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

BOARD OF COUNTY COMMISSIONERS

By: *Judith Bock*
Deputy Clerk

By: *Tony Masilotti*
Tony Masilotti, Chairman

Approved as to Form and Legal Sufficiency

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

By: *Tammy K. Fields*
Assistant County Attorney

By: *Elena M. Escovar*
Elena M. Escovar, Planning Manager
Planning Section

(COUNTY SEAL)

LIFEWORKS DEVELOPMENT, INC., a Florida corporation

By: *Cedric Andrews*
Cedric Andrews, President

By: *Carla Andrews*
Carla Andrews, Director

(CORPORATE SEAL)

S:\PLANADMN\CDBG\SUBRECIP\2005-06\LifeWorks_KidWorks.wpd

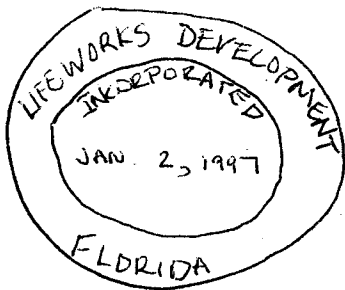


EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. **The Company agrees to:**

- A. **PURCHASE OF EQUIPMENT:** Purchase equipment for use in the Company's **Child Care and Learning Center at 1127 48th Street, Mangonia Park, Florida 33407**. Said equipment may include but not be limited to **the following categories: Kitchen Equipment, Administration and Classroom Computer Equipment including, computers, network and software among others, Classroom Support Equipment, Infant Equipment, Outdoor Shading System**. The County shall file liens on all equipment purchased, in whole or in part, with County funds. Such liens will be filed within one week of the Company being reimbursed by the County for the equipment purchased.

NOTE 1: Purchase of said equipment is subject to the Palm Beach County Purchasing Ordinance. Under the Ordinance, the threshold dollar amount at or above which the formal competitive sealed bid process must be used is \$25,000. **The Company shall submit its bid package and specifications to HCD and obtain a letter of approval prior to bidding.** For purchases from \$1,000 to \$24,999, the Company shall submit at least three written quotes. **The Company shall obtain the prior written approval of the HCD Director or designee for the award of the contract to purchase.**

NOTE 2: The Company will provide proof that the \$715,753 in leverage/matching contributions claimed by the Company has been committed.

The Company further agrees that HCD shall be the final arbiter on the Company's compliance with the above.

- B. **INVENTORY AND MAINTENANCE:** Within seven (7) days of the County reimbursing the Company for the purchase of the equipment, the Company shall provide HCD with a list of said equipment that includes a description of the equipment; serial number or other identification number, if applicable; source of the equipment; acquisition date; purchase price; and location of the equipment. Additionally, the Company will make the equipment available annually for inspection and inventorying by the County and must also provide annually to HCD a report on the condition and use of said equipment. HCD reserves the right to inspect said equipment on site.

The Company shall maintain said equipment, at the Company's own cost and expense, in good repair and condition. The Company shall also keep the equipment insured for the replacement cost of the equipment against theft, loss, damage, and loss to persons or property.

The provisions of this clause shall survive the expiration of this Agreement.

- C. **DISPOSITION:** Disposition of the equipment is subject to prior written approval of the HCD Director or designee. If for any reason the said equipment is not maintained, used for its intended purpose, or kept in a state of good condition, the Company shall repay the full value of this grant, unless otherwise specified by HCD. HCD or its designee reserves the right to make the determination relating to the Company's use and maintenance of any tangible property purchased by Palm Beach County.

- D. **JOB CREATION:** Subsequent to the effective date of this Agreement and within one (1) year of the completion of the activity, **the Company shall create 8.5 jobs, on a full-time equivalent basis, where at least 51% of the jobs will be held by low- and moderate-income persons. (Exhibit C)** A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions. Said jobs will include, but may not be limited to, the jobs listed in **Exhibit D**. The Company will register said jobs with and consider applicants referred by the Palm Beach County Workforce Development Board.

A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions.

- E. **SECURITY AGREEMENT:** To secure the grant amount, the Company hereby covenants and agrees for a period of **three (3) years** commencing with the completion of the activity to comply with the Job Creation requirements; **and for a period of ten (10) years to comply** with the equipment use/disposition requirements. If for any reason the Company fails to comply with the Job Creation or the equipment use/disposition requirements, the Company shall repay the full value of this grant, unless otherwise specified by HCD. **The provisions of this clause shall survive the expiration of this Agreement.**

- F. **REPORTS:** The Company shall submit the reports listed below to HCD.
1) Monthly updates during the term of this Agreement that describe the status of the activity funded under this Agreement.

LIFEWORKS DEVELOPMENT, INC.

- 2) (Held By) Written verification of job creation, satisfactory to HCD at HCD's sole discretion. Verification shall include job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to HCD at the completion of the activity funded under this Agreement and annually therefrom for a period of **three (3) years** commencing with the completion of the activity. **Exhibit E**
- 3) The Company's business tax returns for a period of **three (3) years** commencing with the expiration date of this Agreement.
- 4) The list of equipment described in Section B above.

II. The County agrees to:

- A. **Provide up to \$127,480** in funding to purchase the following categories of equipment: . as follows: **Kitchen Equipment, Administration and Classroom Computer Equipment including, computers, network and software among others, Classroom Support Equipment, Infant Equipment, Outdoor Shading System.**
- B. Provide project administration and inspection to the Company to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Company at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its subcontractors, and will serve to ensure compliance with U.S. of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.

LIFEWORKS DEVELOPMENT, INC.

EXHIBIT "B" LETTERHEAD STATIONERY

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

FROM: Name of Subgrantee: _____
Address: _____
Phone: _____

RE: INVOICE REIMBURSEMENT (Agreement R _____ - _____)

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 back-up original documentation relating to the expenditures being invoiced.

Approved for Submission: _____

EXHIBIT "C"

ANNUAL INCOME LIMITS
 FOR
 WEST PALM BEACH-BOCA RATON-DELRAY BEACH
 METROPOLITAN STATISTICAL AREA
 Extracted from HUD Data, March 2004

FY 2004 MEDIAN FAMILY INCOME OF \$62,100

Number of Persons in Household	Low Income (CDBG Moderate) 81-120%	Very Low Income (CDBG Low) 51-80%	CDBG (Very Low) <50%
1	\$35,150	\$22,000	\$13,200
2	\$40,200	\$25,100	\$15,050
3	\$45,200	\$28,250	\$16,950
4	\$50,250	\$31,400	\$18,850
5	\$54,250	\$33,900	\$20,350
6	\$58,300	\$36,400	\$21,850
7	\$62,300	\$38,950	\$23,350
8	\$66,300	\$41,450	\$24,850

LIFEWORKS DEVELOPMENT, INC.

EXHIBIT "D"

The 8.5 full time equivalent jobs to be created must be from the list below.

<u>Job Title</u>	<u>Full-Time Equivalency Status</u>
Two (2) Associate Teachers	40 hours/week
One Program Specialist	40 hours/week
One Nutrition/Hygiene Specialist	40 hours/week
One Child Development Associate II	40 hours/week
Two Child Development Associate I	40 hours/week
Three Child Development Associate Aid	40 hours/week

EXHIBIT "E"

Record of Employee Hiring or Retention
for Economic Development Compliance

(Subrecipient Name)

Worker's Name: _____

Worker's Address: _____

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed _____

Income Status at time of Hire or Retention:

Number of Persons in Household: _____ Family Income: \$ _____

Identify documentation used to establish low-and moderate-income status at time of hire/retention. Retain copies of that documentation in company files for three years for future County or Federal audits.

Specify documentation:-----



1127 48 Street
Mangonia Park, Florida 33407
Tel: 561-842-1230
Fax: 561-842-2233

KidWorks Child Care and Learning Center

December 16, 2005

Mr. Remar Ravin
Housing and Community Development
3323 Belvedere Road, Bldg. 501
West Palm Beach, FL 33406

Dear Mr. Ravin:

Please be advised that the diagram at the end of the contract between Palm Beach County and Lifeworks Development, Incorporated is the official seal of the corporation.

If you have any questions, please do not hesitate to contact me @ 561-351-9338.

Sincerely yours,

Cedric Andrews
LifeWorks Development, Inc dba KidWorks
President

Because childhood only happens once in a lifetime!!

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PMD R076 DATE 12-01-20

PRODUCER
 PAYCHEX AGENCY, INC
 210705 P:(877)287-1312 F:(877)538-4364
 308 FARMINGTON AVE
 FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 LIFEWORKS DEVELOPMENT INC DBA KIDWORKS ACADEMY
 1127 48TH ST.
 WEST PALM BEACH FL 33407

INSURER A: Hartford Underwriters Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG NP6828	04/02/05	04/02/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissions, C/O Department of Housing and Community Development
 3323 Belvedere Rd. Bldg. 501
 West Palm Beach, FL 33406

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]