Agenda Item #:

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CONTAINS MORE THAN 50 PAGES AGENDA ITEM SUMMARY

**AGENDA ITEM** IT MAY BE VIEWED IN COUNTY ADMINISTRATION

Meeting Date:	November 6, 2007	[xx] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Housing & Commun	ity Development	
Submitted By:	Housing & Commun	ity Development	
	! FXFC	UTIVE BRIEF	

Motion and Title: Staff recommends motion to approve: Thirteen (13) Agreements totaling \$261,234 for the FY 2007-08 Emergency Shelter Grants Program (ESGP) with the following non-profit agencies, in the amounts and for the activities indicated, for the period October 1, 2007 to September 30, 2008:

- a. Adopt-A-Family of the Palm Beaches, Inc. \$22,000 for provision of emergency rent and mortgage assistance to prevent homelessness for 109 individuals.
- b. Aid to Victims of Domestic Abuse, Inc. \$20,000 for operation and maintenance of a transitional housing facility to benefit 36 homeless women and children victims of domestic violence.
- c. Center for Family Services of Palm Beach County, Inc. \$10,000 for emergency rent, mortgage and utilities payments to prevent homelessness for 34 individuals.
- d. Children's Case Management Organization, Inc. \$20,000 to provide emergency shelter and food through motel vouchers and food vouchers for 60 individuals; and emergency rent, mortgage and utilities payments to prevent homelessness for 72 individuals.

(Continued on Page #3)

Summary: Palm Beach County will receive a total of \$306,234 in ESGP funds for FY 2007-08 to assist the homeless and those at risk of homelessness, countywide. Funds will be used for the operation and maintenance of emergency shelters and transitional housing facilities, essential services to the homeless, and homeless prevention activities. These Agreements utilize Federal funds, and the required match will be met by the agencies. No match from County General Funds is required. (Countywide) (TKF)

Background and Justification: Palm Beach County Housing and Community Development (HCD) receives ESGP funding from the U.S. Department of Housing and Urban Development (HUD). On July 10, 2007, the BCC approved Document R2007-1219, the "Palm Beach County Action Plan (AP) for Fiscal Year 2007-08." The Plan funded fifteen (15) ESGP projects for FY 2007-08. The outstanding projects will be submitted for approval at a later date. The Palm Beach County ESGP Advisory Board, whose members were nominated by the Homeless Coalition of Palm Beach County, Inc. and appointed by the BCC, reviewed all applications through a series of meetings and recommended these levels of funding.

Attachments: A. Thirteen (1:	3) ESGP Agreements with Insurance Certificates	<b>S</b> .
Recommended I	By: <u>blueld (1).</u> Normal Department Director	19/2/07 Date
Approved By:	Assistant County Administrator	/0/27/07 Date

### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	\$261,234 \$261,234 \$				
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	N/A			Barara and San Water vise an	
Is Item Included In Current Budget? Budget Account No.: Fund //0 Program Code/P					No

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

Approval of this Agenda Item will appropriate \$261,234 of Emergency Shelter Grant funds to various non-profit agencies throughout Palm Beach County.

C. Departmental Fiscal Review:

Shairette Major, Fiscal Manager I

### III. REVIEW COMMENTS

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

B. Legal Sufficiency:

| 10/29/07 | Man J. Joenes 10/25/07 | Contract Deviand Control
| 10/19/07 | The Se can tracks complete to the control
| 10/29/07 | Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

### Motion and Title (Continued)

- e. Children's Home Society of Florida, Inc. \$20,000 to provide food for 500 homeless youths at the Safe Harbor Runaway Center, an emergency shelter for homeless youths; and to provide food for up to 13 homeless mothers and their babies at Transitions Home, a transitional housing facility for pregnant and mothering teenage women and their babies.
- f. Children's Place at Home Safe, Inc. \$20,000 for utilities expenses of Children's Place North Campus in West Palm Beach and Children's Place South Campus in Boca Raton to provide emergency shelter and 24-hour care for a combined total of 150 abused, neglected and homeless children.
- g. Community Caring Center of Boynton Beach, Inc. \$15,194 for emergency shelter for 29 homeless individuals through the use of motel vouchers and food vouchers; essential services through provision of personal hygiene items, medication, identification, and temporary emergency housing to 19 individuals/households and emergency rent, mortgage and utilities payments to prevent homelessness for 70 individuals
- h. Faith-Hope-Love-Charity, Inc. \$25,000 for operation and maintenance of Stand-Down House to provide emergency shelter for 108 homeless veterans; and for standardized needs assessment testing of Stand-Down House Residents by a licensed psychologist.
- i. Farmworker Coordinating Council \$24,000 for emergency rent, mortgage and utilities payments to prevent homelessness of 200 farmworker individuals.
- j. Florida Resource Center for Women and Children, Inc. \$21,000 for operation and maintenance expenses for an emergency shelter; food vouchers and prescription medications to serve 135 homeless victims of domestic abuse.
- k. The Lord's Place, Inc. (Family Emergency Facility) \$23,500 for operation expenses for a transitional housing facility for 200 individuals in families.
- I. The Lord's Place, Inc. (Café Joshua) \$20,000 for operation expenses of Café Joshua, to provide meals and other day shelter services for 575 homeless guests who are referred for support services by other provider agencies from throughout the County.
- m. Young Women's Christian Association of Palm Beach County, Florida (YWCA) \$20,540 for operation and maintenance of YWCA Harmony House to provide emergency shelter for 402 homeless women and children victims of domestic abuse.

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### AGREEMENT BETWEEN PALM BEACH COUNTY

### AND

### AID TO VICTIMS OF DOMESTIC ABUSE, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and Aid to Victims of Domestic Abuse, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2905 South Federal Highway, Suite C-10, Delray Beach Florida 33483 and its Federal Tax Identification Number as 59-2486620.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and Aid to Victims of Domestic Abuse, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage Aid to Victims of Domestic Abuse, Inc. to implement such undertakings of the Emergency Shelter Grants Program.

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

### PART I

### **DEFINITION AND PURPOSE**

### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Aid to Victims of Domestic Abuse, 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) "Homeless" means the definition set by U.S. HUD.

### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

### 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. <u>Maximum Compensation</u>

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 **Twenty Thousand (\$20,000)** for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 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. <u>Conditions On Which Payment Is Contingent</u>

# (1) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal,

State, County and Local 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) <u>Financial Accountability</u>

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) <u>Purchasing</u>

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) <u>Prior Written Approvals - Summary</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

### **PART IV**

### **GENERAL CONDITIONS**

### 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

### **Evaluation and Monitoring** 4.

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.

If during the year, the agency expends over \$500,000 of Federal awards, the agency shall comply with the Provision of OMB Circular A-133. 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.

### **Data Becomes County Property** 6.

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.

### Indemnification 7.

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By:	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions  Dept. of Housing and Community Development
By: Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery, Director
(COUNTY SEAL)	
Aid to Victims of Domestic Abuse, Inc., a	Florida corporation
By: Linne Paillet	By: Jaha O'Bri
Diane Paillet, Board President	Pamela A. O'Brien, Executive Director
(CORPORATE SEAL)	

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### EXHIBIT A

# WORK PROGRAM NARRATIVE AID TO VICTIMS OF DOMESTIC ABUSE, INC.

### I. The Agency agrees to:

- A. Operate and maintain an emergency shelter facility at a confidential location to house and provide service to victims of domestic abuse.
- B. During the term of this Agreement, provide emergency shelter housing and supportive services to 36 unduplicated individuals.
- C. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- D. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- E. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- F. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- G. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- H. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (March, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match of at least twenty thousand dollars (\$20,000) is to be provided in the form of the value of salary paid to agency staff in support of carrying out the ESGP activities.

- I. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- J. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

### II. The County agrees to:

A. Provide up to \$20,000 in funding for budget line items as follows:

### **OPERATIONS AND MAINTENANCE OF SHELTER**

Building and Grounds Maintenance	.\$7.100
Utilities (water, sewer, electricity)	\$6.500
General and Comprehensive Liability Insurance	.\$3,500
Equipment Rental and maintenance	\$ 900
Food (for clients' consumption)	\$2,000
TOTAL	.\$20,000

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

### **EXHIBIT B**

## LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406		
FROM:	Name of Subrecipient: Address: Telephone:		
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)		·
expenditures	ou will find Invoice # , requesting reimbursement in s for this invoice covers the period through ginals or copies of documentation relating to the expenditures in		. The . You will also find
	Approved for Submissi	on	
	Approved for Submissi	1	

# EXHIBIT C

## LETTERHEAD STATIONERY

DATE:		· · · · · · · · · · · · · · · · · · ·		
TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian avenue, Suite 500 West Palm Beach, FL 33406  OM: Name of Subrecipient: Address: Telephone:  BJECT: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007)  required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provide lescribed below, toward the expense of providing the ESGP activity funded under the Agreement.  Time Frame (Select One)  10/1/2007 - 2/28/2008 13/1/2008 - 9/30/2008 13/1/2008 - (specify)  Following attachments are provided to substantiate the Match: 1			
FROM:	Address:			
SUBJECT:	REPORT OF MATCH PR	ROVIDED UNDER ESGP AGREED	MENT (R-2007	)
as described	d below, toward the expense of	of providing the ESGP activity fund	ed under the Agreeme	
		Type of Wraten	Amount	
□ 3/1/2	2008 - 9/30/2008 2008		\$	
		· ·		<b>.</b>
I certify tha	at the statements above and the	e documents provided are accurate r	epresentations of age	ncy records.
		(Signatur Name Title	e)	

### **EXHIBIT D**

**DIRECT BENEFITS ACTIVITIES** 

Palm Beach County Housing and Community Development

TOTAL Number of Individuals or Households Served		Total Number of Individuals or Households Served Who Are:											
	TOTAL	:		Inco	me:		Racial/E	Ethnic Characte	ristics:				
	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#To	otal	# H	ispanic	Female		
	Served	ed   30%   Hetolic   <30%		Racial Category	This Month	YTD	This Month	YTD	Headed Households				
							White:						
							Black/African American:						
							Asian:					Headed Households	
							American Indian/Alaskan Native:						
Total Unduplicated							Native Hawaiian/Other Pacific Islander:						
Number Served This Month:	*		· · · · · · · · · · · · · · · · · · ·		. · ·	*	American Indian/Alaskan Native & White:						
·	* .						Asian & White:						
Total Unduplicated Number Served	**					**	Black/African American & White:						
Year-to-Date (YTD):							Am. Indian/Alaskan Native & Black African Am:						
							Other Multi-Racial:				·	This Month	
					·		TOTAL	*	**			YTD	

Revised August 2007; Previous editions are obsolete.

<sup>\*</sup> These totals must agree.

<sup>\*\*</sup> These totals must agree with each other and be consistent with any previously submitted figures.

# EXHIBIT E DETAILED NARRATIVE REPORT

A. AGREEMENT INFO	DRMATION				
AGREEMENT NUMBER: R20	00	D Mont	n Covered:		
Agency:					
Address:					
Person Preparing Report:					
Signature and Title:					
Contract Effective Dates:					
B.1. CONTRACT FUNDING					
	Budgeted	Expended	Percentage		
Total Project:	\$	\$	%		
CDBG Funding:	\$	\$			
ESGP Funding:	\$	\$			
Other Funding:	\$	\$			
Detailed expenditures for the period	:				
B.2. DECLARATION OF PROG	RAM INCOM	Œ:			
All income earned by the Agency fit below. When calculating the amount activity being funded by CDBG or E additional CDBG or ESGP funds to fagreement. However, any program	nt of income ear SGP. Program further support	arned by the ac a income may b the activities de	tivity, prorate the retained by the fined in the Wor	e amount by the Agency if the in the Rengram Narr	e percentage of the ncome is treated as ative Section of the
	Received This Period	Received To Date			
Program Income:	\$	\$		•	•
Source of Program Income:					
B.3. DESCRIBE ANY ATTEMP	TS TO SECUF	RE ADDITION	AL FUNDING:		
C. HIGHLIGHTS OF THE PER	UOD:				

D.	ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL THIS PERIOD YTD
E.	NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
E	PROBLEMS/CONSTRAINTS:
F.	FRUDLEWIS/CUINSTRAINTS.

G. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**EXHIBIT F** 

\*AID TO VICTIMS OF DOMESTIC ABUSE, INC.

Emergency Shelter Grants Program

Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:	Agreement No.: R200				
Date:		Month/	Year Reporting:		
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily	fy	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date
Non-Residential Beneficiaries (includes Homeless Prevention and Essential Services)					
Residential Beneficiaries (includes Emergency Shelter and Transitional Housing)					
Familial Data		Nu	imber of Persons Serve Male	d Yea	r to Date Who Are: Female
Unaccompanied 18 and over					
Unaccompanied under 18		<del></del>			
		L		L	
Families with Children Headed By:		T			
Single Under 18			<u> </u>		
Single Under 18 Two Parents 18 and over					
Two Parents 18 and over Two Parents under 18					
Family Households with no Children		<del> </del>			
ranniy riousenoius with no Chituren	-	NI.	ımber of Persons Serve	d Yea	r to Date Who Are:
Racial/Ethnic Data		INI	# Total	i i ca	# Hispanic
White:		ļ		<u> </u>	
Black/African American:				<del> </del>	
Asian:		ļ			
American Indian/Alaskan Native:		<u> </u>			
Native Hawaiian/Other Pacific Islander:					
American Indian/Alaskan Native & White:					
Asian & White:	· · · · · · · · · · · · · · · · · · ·	ļ		<b> </b>	···
Black/African American & White:				<del> </del>	
Am. Indian/Alaskan Native & Black/African Ame	erican:				
Other Multi-Racial:			·	<u> </u>	
Types of Housing (Residential Only)			Number of Persons S	erved	Year to Date in:
Barracks:					
Group/Large Home:					
Scattered Site Apartment:					<u> </u>
Single family Detached Home:					
Single Room Occupancy:		ļ			
Mobile Home/Trailer:	:	<del> </del>			
Hotel/Motel:					
Other:					
Demographic Data (Residential Only)		Numbe	er of Persons Served Ye	ear to	Date Who Are:
Chronically Homeless (Emergency Shelter Only):		-			
Severely Mentally Ill:					
Chronic Substance Abuser					
Other Disability:		1			
Veterans:		<u> </u>			
Persons with HIV/AIDS:		ļ			
Victims of Domestic Violence:					
Elderly:		1			
Comments:	<del></del>				

# **EXHIBIT G**

ORGANIZATION:					CONTACT NAME:										
PROGRAM:						TITLE:	**************************************								
FY 2007-08 PALM	M BEACH COL	INTY CDBG				PHONE:									
A. PERSONNEL I	EXPENSES				<u>.</u>	L									
Salaries:															
												O45		0.11	
							% Alloc		% Alloc	Indirect	% Alloc	Other Funding	% Alloc	Other Funding	
	FTE	Annual <u>Sa</u> lary	% Alloc	CDBG	% Alloc	ESGP	to	FAA	to	County	to	(Please	to	(Please	
DV Advocates	6.5	\$287,393	to <u>Program</u>	Funding	to Program	Funding	<u>Program</u>	Funding	Program	<u>Funding</u>	<u>Program</u>	Specify)	Program	Specify)	<u>Total</u>
Life Skills Educ	0.5	\$18,160		<b>\$</b> 0		<b>\$</b> 0		\$66,086		\$0		\$203.196		\$18,111	\$287,393
Fac. Manage.	2.5	\$10,100		\$0		\$0		\$4,245		<b>\$</b> 0		\$10,250		\$3,665	\$18,160
Direct Services	3.0	\$87,353		\$0		<b>\$</b> 0		\$9,886		\$0		\$35,970		\$41,188	\$87,044
Prog. Support	2.5	\$88,583		\$0		\$0		\$11,884		\$0		\$60,733		\$14,738	\$87,353
(Position)	2.5	\$00,565 \$0		\$0		\$0		\$9,462		\$0		\$33,260		\$45861	\$88,583
(i conton)	15.0			\$0	· -	\$0	-	\$0	·	\$0		\$0_	_	\$0	\$0
	15.0	\$0		\$0	-	\$0	-	\$0	_	\$0_	-	\$0	_	<b>\$</b> 0	\$0
Fringe															
Benefits:												•			
FICA, WC,															
Unemp				\$0		<b>\$</b> 0		\$9,887		\$0		\$40,150		\$4,102	\$54,139
Health				\$0		\$0		\$10,883		\$0		\$44,199		\$4,516	\$59,598
(Benefit)				\$0	_	\$0		\$0		\$0		\$0		\$0	\$0
			·	\$0		\$0	_	\$20,770	_	\$0	_	\$84,349		\$8,628	\$113,737
							_		_	<del></del>	-	<del></del>	_	\$0,020	\$113,737
Sub-Total Person	nel			\$0	_	\$0	_	\$122,333		\$0	=	\$427,758	· -	\$132,189	\$682,270
							=		<u> </u>		-	Ψ <del>1</del> 21,130	_	\$132,109	<b>⊅</b> 00∠,∠/∪
B. OPERATING C															
1 Professional F															
	Audit														
	Fees			\$0		\$0		\$1,600		\$0		\$4,822		\$15,452	\$21,874
	Other			\$0		\$0		\$1,708		\$0		\$4,887		\$16,180	\$22,775
2 (	Other			<b>\$</b> 0		<b>\$</b> 0		<b>\$</b> 0		\$0		\$0		\$0	\$0
2 Insurance				<b>\$</b> 0		\$3,500		\$6,209		\$0		\$4,325		\$2,883	\$16,917
3 Supplies				\$0		\$0		\$14,500		\$0		\$2,500		\$8,939	\$25,939
4 Communicatio	ns/Postage/Sh	ipping		\$0		\$0		\$11,600		\$0		\$5,500		\$12,351	\$29,451
5 Occupancy				<b>\$</b> 0		\$16,500		\$12,000		<b>\$</b> 0		\$10,972		\$15,665	\$55,137
Cubtatal Commit	- 0 - 1				_		· <u>-</u>		·			<u> </u>			, . = ,
Subtotal Operatin	g Costs		-	\$0		\$20,000	_	\$47,617		\$0	-	\$33,006		\$71,470	\$172,093
C. ADMINISTRATI	VE							<del>_</del>	-		_		-		1000
COSTS	VE			••		**						-			
				\$0		\$0		<b>\$</b> 0		<b>\$</b> 0		\$0		\$19,575	\$19,575
	TOTAL PROV	GRAM BUDGE	<b>T</b>												
	. VIAL FRUI		I .	\$0		\$20,000		\$169,950		\$0		\$460,764		<b>\$</b> 0	\$873,938

AC	ORD CERTIFIC	ATE OF LIABIL			OPID MN AIDTO-1	DATE (MM/DD/YYYY) 09/10/07		
20 N	lastridge Agency, Inc .E. 6th Avenue		ONLY AND	CONFERS NO RIG	D AS A MATTER OF INFO INTS UPON THE CERTIF DOES NOT AMEND, EX ORDED BY THE POLICIE	ICATE TEND OR		
Delray Beach FL 33483 Phone:561-276-5221 Fax:561-276-5244			INSURERS AF	INSURERS AFFORDING COVERAGE				
INSURED				AF Department of the second of				
Aid To Victims of Domestic P.O. Box 6161 Delray Beach FL 33482-6161			INSURER E INSURER D INSURER E	INSURER C INSURER C				
OVERA	AGES		III COLLEGE	access to				
ANY REC	ICIES OF INSURANCE LISTED BELOW HAVE JUIREMENT, TERM OR CONDITION OF ANY CO STAIN, THE INSURANCE AFFORDED BY THE P S AGGREGATE LIMITS SHOWN MAY HAVE BE	INTRACT OR OTHER DOCUMENT WITH RE OLICIES DESCRIBED HEREIN IS SUBJEC EN REDUCED BY PAID CLAIMS	ESPECT TO WHICH THIS O IT TO ALL THE TERMS, EX	LERTIFICATE MAY BE IS ACCUSIONS AND CONDI	SSUED OR TIONS OF SUCH			
TR INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/DD/YY)	EACH ON COMPRETICE	f 1000000		
<b>A</b>	X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR	PHPK149280	12/10/06	12/10/07	TAMAGETO RENTED  FREMISES (Ea occurence)  MEU EXP (Any one porson)  PERSONAL & AUV JUURY	\$ 100000 \$ 100000 \$ 5000 \$ 1000000		
	X Prof Liab 1 mil/2 GENL AGGREGATE LIMIT APPLIES PER X POLICY PRO- LOC				GENERAL AGGREGATE PRODUCTS - COMPYOP AGG	\$ 2000000 \$ 2000000		
A.	AUTOMOBILE LIABILITY  X ANY AUTO	PHPK149280	12/10/06	12/10/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000		
	ALL OWNED AUTOS SCHEDULED AUTOS				ECERT (NULLEY (Per person)	\$		
A A	X HIRED AUTOS X NON-OWNED AUTOS				ලට[නු, r IN IURY (Per accident)	\$		
					Particles of Evandors (Fier accident)	\$		
	GARAGE LIABILITY  ANY AUTO				AUTO ONLY - EÀ ACCIDENT OTHER THANT AUTO ONLY  AUTO ONLY  AUTO	\$		
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE AGGREGATE	\$		
	DEDUCTIBLE RETENTION \$			*	L WC STATE   LOTH	\$ \$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					WC STATUL OTH TORY LIMITS EP.  ELL EACH ACCIDENT  ELL DISEASE - EA EMPLOYEE	\$		
If yes, describe under SPECIAL PROVISIONS below OTHER					EIL DISEASE - POLICY CIMIT	\$		
1	O Liability PLI	PHSD203940 PHSD203940	09/07/07		D&O EPLI	1,000,000 1,000,000		
DESCRIPT Palm State	TON OF OPERATIONS / LOCATIONS / VEHICL Beach County Board of e of Florida, its Office Community Development	ES/EXCLUSIONS ADDED BY ENDORSI E Commissioners, a cers, Employees and	EMENT/SPECIAL PROVI Political Su Agents,c/o D	sions ibdivision ( Department (				
FRTIE	ICATE HOLDER		CANCELLAT	ION				

Palm Beach County Board of County Commissioners c/o

H.C.D. 160 Australian Ave. Ste.500 West Palm Beach FL 33406

PALMB40

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE 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

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© ACORD CORPORATION 1988

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### AGREEMENT BETWEEN PALM BEACH COUNTY

### AND

### ADOPT A FAMILY OF THE PALM BEACHES, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the ADOPT-A-FAMILY OF THE PALM BEACHES, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1712 2<sup>ND</sup> AVENUE NORTH, LAKE WORTH, FLORIDA 33460 and its Federal Tax Identification Number as 59-2471253.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and ADOPT-A-FAMILY OF THE PALM BEACHES, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage ADOPT-A-FAMILY OF THE PALM BEACHES, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

### PART I

### **DEFINITION AND PURPOSE**

### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means ADOPT-A-FAMILY OF THE PALM BEACHES, 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) "Homeless" means the definition set by U.S. HUD.

### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

### 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. <u>Maximum Compensation</u>

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 **Twenty-two Thousand Dollars (\$22,000)** for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 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, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal,

State, County and Local 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) <u>Program-Generated Income</u>

Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.

### **PART IV**

### **GENERAL CONDITIONS**

### 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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. <u>Evaluation and Monitoring</u>

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.

If during the year, the agency expends jover \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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. <u>Amendments</u>

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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).

# 21. Counterparts Of This Agreement

This Agreement, consisting of fifteen (15) 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, 200				
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Politic Subdivision of the State of Florida				
	BOARD OF COUNTY COMMISSIONERS				
By: Deputy Clerk	By:Addie L. Greene, Chairperson				
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development				
By:	By: Eduard W. John				
Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery Director				
(COUNTY SEAL)					

ADOPT-A-FAMILY OF THE PALM BEACHES, INC., A FLORIDA CORPORATION

By: John P. Marso	By: Wenny Frank
John Marasco, President	Wendy Tippett, Executive Director

(CORPORATE SEAL)

## ADOPT-A-FAMILY OF THE PALM BEACHES <u>EXHIBIT A</u>

## WORK PROGRAM NARRATIVE ADOPT-A-FAMILY OF THE PALM BEACHES, INC.

#### I. The Agency agrees to:

- A. Operate Project Uplift, a Homeless Prevention Program, located at 1255 10<sup>th</sup> Street, Lake Worth, Florida 33403 to provide emergency rent, mortgage, and utility assistance to 31 unduplicated families or 109 unduplicated individuals. Recipients shall be reported both as the number of families served and as the number of individuals served.
- B. Provide Homeless Prevention assistance through emergency rent, mortgage, and utility assistance to at least 109 unduplicated individuals.
- C. Persons receiving such assistance, who are current residents of Palm Beach County, must show reasonable proof that the aid is necessary and that the following conditions are met:
  - 1. An eviction, foreclosure, or termination of service notice has been received;
  - 2. The circumstances are due to a sudden and unexpected drop in income;
  - 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
  - 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time; and
  - 5. The emergency financial assistance will prevent homelessness.
- D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- E. Submit monthly, in section B.2.of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- G. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- I. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- J. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

## ADOPT-A-FAMILY OF THE PALM BEACHES

The required match of \$22,000 is to be provided in the form of salaries.

K. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

#### II. The County agrees to:

A. Provide up to \$22,000 in funding for budget line items as follows:

Emergency Rent/Mortgage Assistance\$	22,000
TOTAL ESGP BUDGET\$	22,000

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

## ADOPT-A-FAMILY OF THE PALM BEACHES

## EXHIBIT B

## LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT B (R2007)
	will find Invoice # , requesting reimbursement in the amount of \$ The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the involved.
	Approved for Submission

 $Ref: S: \label{lem:contracts} S: \label{lem:$ 

# ADOPT-A-FAMILY OF THE PALM BEACHES $\underline{\text{EXHIBIT C}}$

## LETTERHEAD STATIONERY

DATE:			
TO:	Edward W. Lowery, Housing and Common 160 Australian avenu West Palm Beach, F	unity Development ue, Suite 500	
FROM:	Name of Subrecipier Address: Telephone:	nt:	
SUBJECT:	REPORT OF MATO	CH PROVIDED UNDER ESGP AGREEN	ИЕNT (R-2006
under the Ag	vided as described belo	er Grants Program (ESGP) Agreement identity, toward the expense of providing the Estate Type of Match	ntified above, Match SGP activity funded  Amount
(S	elect One)	Type of Water	Amount
	007 - 2/28/2008 08 - 9/30/2008 08 - (specify)		\$
The following  1 2 3	g attachments are provi	ded to substantiate the Match:	
certify that the gency record	ne statements above and s.	d the documents provided are accurate rep	presentations of
		(Signature) Name Title	

## **ADOPT-A-FAMILY OF THE PALM BEACHES**

#### **DIRECT BENEFITS ACTIVITIES**

## EXHIBIT D Palm Beach County Housing and Community Development

Subrecipient/Prop	gram Name:					Agreement: R	200 - Month/Y	ear Reported:				
						Total Numl	ber of Individuals or Households Se	erved Who Arc	<b>:</b>			
·	TOTAL			Inco	me:		Racial/I	Ethnic Characte	ristics:			
Number of Individuals or Households Served	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#T	otal	# H	ispanic	Female	
				<30%	Racial Category	This Month	YTD	This Month	YTD	Headed Households		
							White:					
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
Total Unduplicated Number Served							Native Hawaiian/Other Pacific Islander:					
This Month:	*					*	American Indian/Alaskan Native & White:					
Total							Asian & White:					
Unduplicated Number Served	**					**	Black/African American & White:					
Year-to-Date (YTD):							Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					This Month
							TOTAL	*	**			YTD

Revised August 2007; Previous editions are obsolete.

<sup>\*</sup> These totals must agree. \*\* These totals must agree with each other and be consistent with any previously submitted figures.

# ADOPT-A-FAMILY OF THE PALM BEACHES DETAILED NARRATIVE REPORT

**EXHIBIT E** 

A. AGREEMENT I	NFORMATION			
AGREEMENT NUMBER:	R200	D Mon	th Covered:	
Agency:				
Address:				
Person Preparing Report:				
Signature and Title:		•		
Contract Effective Dates:				
B.1. CONTRACT FUNDING				
	Budgeted	Expended	Percentage	
Total Project:	\$	•		
CDBG Funding:	\$	ф	%	
ESGP Funding:	\$ \$	\$	%	
Other Funding:	-	\$	%	
Detailed expenditures for the peri	\$	<u>\$</u>	%	
B.2. DECLARATION OF PROADLE All income earned by the Agency of the reported below. When calculate by the percentage of the activity be the Agency of the income is treated defined in the Work Program Narremaining at the expiration of the Agency of the Age	from activities di ing the amount o ing funded by CI as additional CI rative Section o	irectly financed of income earned DBG or ESGP. IDBG or ESGP further Agreement	Program income mands to further support	rate the amour y be retained b
	Received This Period	Received To Date		
Program Income:	\$	\$		
Source of Program Income:				
B.3. DESCRIBE ANY ATTEM	PTS TO SECUE	RE ADDITIONA	AL FUNDING:	
A. HIGHLIGHTS OF T	HE PERIOD:			

B. ADOPT-A-FAMILY OF THE PALM BEACHES

BENEFICIARIES BENEFICIARIES CONTRACT GOAL

THIS PERIOD YTD

- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

## 

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreement No.: R200						
Date:	Month/Year Reporting:							
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily	fy	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date			
Non-Residential Beneficiaries (includes								
Homeless Prevention and Essential Services)								
Residential Beneficiaries (includes Emergency								
Shelter and Transitional Housing)			   mber of Persons Serve	J Von	to Data Who Are:			
Familial Data		Ni	Male	a Yea	Female Female			
Unaccompanied 18 and over								
Unaccompanied under 18		<u> </u>	· · · · · · · · · · · · · · · · · · ·					
Families with Children Headed By:		·						
Single 18 and Over								
Single Under 18								
Two Parents 18 and over								
Two Parents under 18 Family Households with no Children				···········				
Family Households with no Children		NI.	imber of Persons Serve	d Van	r to Date Who Are:			
Racial/Ethnic Data		INL	# Total	u i ca	# Hispanic			
White:								
Black/African American:								
Asian:								
American Indian/Alaskan Native:								
Native Hawaiian/Other Pacific Islander:								
American Indian/Alaskan Native & White:								
Asian & White: Black/African American & White:	·							
Am. Indian/Alaskan Native & Black/African Ame								
Other Multi-Racial:	rican:							
Types of Housing (Residential Only)			Number of Persons So	erved `	Year to Date in:			
Barracks:		<b> </b>						
Group/Large Home:								
Scattered Site Apartment:								
Single family Detached Home:								
Single Room Occupancy:								
Mobile Home/Trailer:								
Hotel/Motel:								
Other:								
Demographic Data (Residential Only)		Numbe	r of Persons Served Ye	ar to I	Date Who Are:			
Chronically Homeless (Emergency Shelter Only):								
Severely Mentally Ill:								
Chronic Substance Abuser								
Other Disability:		<u></u>						
Veterans:								
Persons with HIV/AIDS:		<b>_</b>						
Victims of Domestic Violence:								
Elderly: Comments:								
Comments.								

PRGANIZATION: Adopt-A-Far PROGRAM: UPLIFT PY 2007-08 PALM BEACH CO	-				<del></del>	-		IAME: Wendy utive Directo -253-1361											
PERSONNEL EXPENSES																			
Salaries:													0		Other		Other		
											1		Other Funding		Funding		Funding		
								o/ All	FAA	% Alloc	Indirect County	% Alloc	(Govern-	% Alloc	(United	% Alloc	(Frais/Fnd/	% Alloc	
		Annual	% Alloc		CDBG	% Alloc	ESGP	% Alloc		to Program	Funding	to Program		to Program		to Program		to Program	
	<u>FTE</u>		to <u>Program</u>		Funding	to Program	Funding	to Program			<b>\$</b> 0	to <u>Frogram</u>	\$0	0	\$0	0	\$0	0	\$16
ecutive Director WT	0.17	\$97,500	17%	16,575	\$0	0	\$0	0	\$16,575	100 43	<b>\$</b> 0		<b>\$</b> 3,784	16	\$0	Ô	\$10,000	41	\$2
rector of Finance DR	0.4	\$60,000	40%	24,000	\$0	0	\$0	0	\$10,216	100	\$0 \$0		\$0,784	0	\$0	0	\$0	0	\$2
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Iministrative Assistant GR	0.1	\$34,755	10%	3,476	\$0	0	\$0	0	\$0 \$0	0	<b>\$</b> 0		\$0	0	\$0	0	\$2,912	100	\$
counting Clerk HA	0.2	\$14,560	20%	2,912	\$0	0	\$0	0	*-	100	\$0 \$0		\$0 \$0	0	<b>\$</b> 0	0	\$0	0	\$4
mily Advocate KP	1	\$44,290	100%	44,290	\$0	0	\$0	•	\$44,290	0	\$0 \$0		<b>\$</b> 0	0	\$30.704	95	\$1,741	5	\$3:
mily Advocate JD	. 1	\$32,445	100%	<b>3</b> 2, <b>44</b> 5	\$0	0	\$0	0	\$0	_	\$0 \$0		\$33,068	100	\$0,704	0	\$0	ō	\$3
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yroll Taxes					\$0	_	\$0	_	\$7,215	_	\$0	-	\$8,860	_	\$6,022	-	\$1,387		\$2
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				_						_		_		_		_			• • •
ub-Total Personnel				_	\$0	-	\$0	_	\$128,564		\$0	-	\$153,594	-	\$99,290	-	\$22,868		\$40
OPERATING COSTS																			
1 Travel					\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	. 0	\$750	100	
2 Rent					\$0	0	\$0	0	- \$0	0	\$0	0	\$0	0	\$0	0	\$7,500	100	1
3 Telephone					\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$5,000	100	1
4 Postage & Shipping					\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$350	100	
5 Utilities					\$0	ñ	\$0	0	\$0	0	\$0	0	\$0	0	\$0	. 0	\$6,000	100	:
6 Office Supplies					\$0	ň	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	<b>\$50</b> 0	100	
7 Print & Pub					\$0	0	\$0	. 0	\$0	0	\$0	0	\$0	. 0	\$0	0	\$250	100	
8 Food Service					<b>\$</b> 0	0	\$0	. 0	\$0	0	\$0	0	\$35,000	100	\$0	0	\$0	0	\$:
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17 Train & Dev				-	\$0	. 0	\$0		\$0	٠.	\$0	. "	\$35,000	٠,	\$76,734	. •	\$263,723		\$3
ubtotal Operating Costs				-	\$0		\$22,000	-	\$0	•	39∪		<b>430,00</b> 0		₩10,13 <del>4</del>		4230,120		
. ADMINISTRATIVE COSTS					\$0		\$0		\$0		\$0		\$0		\$0		\$0		

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GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	06LX03222062000	12/07/2006	12/07/2007	7 EACH OCCURRENCE	s	1,000,00			
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AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS	06CA32320432000	12/07/2006	12/07/2007	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00			
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NON-OWNED AUTOS		,	,	BODILY INJURY (Per accident)	\$				
				PROPERTY DAMAGE (Per accident)	\$				
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ANY AUTO				OTHER THAN EA ACC	\$				
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X OCCUR CLAIMS MADE	06UD00348362000	12/07/2006	12/07/2007	EACH OCCURRENCE	\$	1,000,000			
		1		AGGREGATE	\$	1,000,000			
DEDUCTIBLE					\$				
X RETENTION \$ 10,000					\$				
WORKERS COMPENSATION AND				<del></del>	\$				
EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE				TORY LIMITS   ER					
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SPECIAL PROVISIONS below		1		E.L. DISEASE - POLICY LIMIT	<u></u>				
rofessional Liability	06LX03222062000		12/07/2007	\$1,000,000 Each \$3,000,000 Gener	Occ al A				
uption of operations/Locations/Vehicles/E ificate Holder is listed as A	xclusions added by endorseme dditional Insured as	NT/SPECIAL PROVISK Fespect to	ons Grant submi	itted for insured.		<u> </u>			
IFICATE HOLDER		CANCELLATIO	N						
Palm Beach County		SHOULD ANY OF	THE ABOVE DESCR	IIBED POLICIES BE CANCELLED SUING INSURER WILL ENDEAVO					
% Housing Community Develop	ment		RITTEN NOTICE TO	THE CERTIFICATE HOLDER NAM	ED TO	THE LEFT,			
160 Austrailian Suite #500				SHALL IMPOSE NO OBLIGATION					
West Palm Beach, FL 33406		OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE							
		I MAINIAM WELVE	GENIVIIVE						
ED 25 (2001/08)		Floyd Nicho		(by) Hyridado					

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CORD 25 (2001/08)

PASTESET9S

TT:0T 4002-42-635

Oasis Outsourcing 08/25/2007 1:45 PAGE 1/1 RightFax TO:Adopt-A-Family COMPANY:

DATE (MMODIYY) ACORD. 08/27/2007 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. PRODUCTA Serial # 624947 AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100 COMPANIES AFFORDING COVERAGE MIAMI, FL 33131 (306) 372-9850 COMPANY ZURICH AMERICAN INSURANCE COMPANY MOURE COMPANY Oasis Outsourcing Holdings, Inc., Alt. Emp.: COMPANY Adopt-A-Family Of The Palm Beaches, Inc. 4400 N Congress Ave., Suite 250 West Palm Beach, Fl. 33407-3268 C COMPANY D THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY RE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED MEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY OFFECTIVE POLICY EXPERITION
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ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF:
ADOPT-A-FAMILY OF THE PALM BEACHES, INC. MADLED ANY OF THE ABOVE DISCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WHITTEN MOTICE TO THE SERTIFICATE HOLDER NAMED TO THE LIFT,

ADOPT-A FAMILY OF THE PALM BEACHES, INC ATTN. DEANNA ROGERS 1712 SECOND AVE N LAKE WORTH, FL 33460

BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OCCIDATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES, INC. OF FLORIDA

## CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. AGREEMENT BETWEEN PALM BEACH COUNTY

#### **AND**

### CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 4101 Parker Street, West Palm Beach, Florida 33406 and its Federal Tax Identification Number as 59-1084179.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the **CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.** to implement such undertakings of the Emergency Shelter Grants Program.

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

#### PART I

## **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Center for Family Services of Palm Beach County, 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) "Homeless" 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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### 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.

## COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

#### 1. <u>Maximum Compensation</u>

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 \$10,000 for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

#### 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. <u>Conditions On Which Payment Is Contingent</u>

## (1) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Purchasing</u>

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) <u>Prior Written Approvals - Summary</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### PART IV

#### **GENERAL CONDITIONS**

## 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

#### 3. <u>Project Beneficiaries</u>

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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. <u>Evaluation and Monitoring</u>

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.

If during the year, the agency expends jover \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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. <u>Conflict of Interest</u>

The Agency shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

#### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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. <u>Amendments</u>

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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. <u>No Forfeiture</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida  BOARD OF COUNTY COMMISSIONERS
By:	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
By: Tammy K. Fields Senior Assistant County Attorney	By: Audul M. Jorny Edward W. Lowery, J.D. Director
(COUNTY SEAL)	
CENTER FOR FAMILY SERVICES OF corporation	F PALM BEACH COUNTY, INC., A Florida
By: Joan Day Cha Jean Deyermond-Meisenzahl, Board Cha (CORPORATE SEAL)	By: Norda Leslie, Executive Director
Ref: S:\PLANADMN\MISCADMN\Shell Contracts\standardES	GP.doc

#### CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. <u>EXHIBIT A</u>

## WORK PROGRAM NARRATIVE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

## I. The Agency agrees to:

- A. From its main administrative office at 4101 Parker Avenue, West Palm Beach, FL 33406, operate a Homeless Prevention activity which will provide emergency rent, mortgage and utility payments to prevent homelessness.
- B. During the term of this Agreement, provide Homeless Prevention services to at least twenty-two (22) unduplicated households (34 unduplicated individuals). The population served shall be reported to HCD both as unduplicated families and as unduplicated individuals served. All beneficiaries of this agreement must be current residents of Palm Beach County.
- C. Persons receiving such assistance must show reasonable proof that the aid is necessary and that the following conditions are met:
  - 1. An eviction, foreclosure, or termination of service notice has been received;
  - 2. The circumstances are due to a sudden and unexpected drop in income;
  - 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
  - 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time; and
  - 5. The emergency financial assistance will prevent homelessness.
- D.. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- E.. Submit monthly, in section B.2. of the Detailed Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- F.. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- G.. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- H.. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- I.. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$10,000) is to be provided in the form of value of salary paid to agency staff in support of carrying out the ESG activities. This may include the cost of fringe benefits.

- J.. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.
- K. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.

## II. The County agrees to:

A. Provide up to \$10,000 in funding for budget line items as follows:

#### **Homeless Prevention**

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

## EXHIBIT B

### LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	u will find Invoice #, requesting reimbursement in the amount of \$ The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the involved.
	Approved for Submission
Ref: S:\PLANAD!	MN\MISCADMN\Shell Contracts\standardESGP.doc

## LETTERHEAD STATIONERY

DATE:								
то:	Edward W. Lowery, Director Housing and Community Development 160 Australian avenue, Suite 500 West Palm Beach, FL 33406							
FROM:	Name of Subrecipie Address: Telephone:	ent:						
SUBJECT:	REPORT OF MAT	CH PROVIDED UNDER ESGP AGREEM	ENT (R-2007					
	vided as described be	Iter Grants Program (ESGP) Agreement ident ow, toward the expense of providing the ES						
	me Frame select One)	Type of Match	Amount					
1	2007 - 2/28/2008 208 - 9/30/2008 208 - (specify)		\$					
1. 2. 3.		vided to substantiate the Match:  and the documents provided are accurate rep	  presentations of					
agency recor		•						
		(Signature) Name Title						

#### EXHIBIT D

DIRECT BENEFITS ACTIVITIES	Palm Beach County Housing and Commi	unity Development
Subrecipient/Program Name:	Agreement: R200	Month/Year Reported:

		İ		_			·							
	TOTAL				Income:			T	Racial/E	Ethnic Characte	ristics:			
	Number of Individuals or Households Served	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#To	otal		(ispanic	Female Headed		
				<30%		Racial Category	This Month	YTD	This Month	YTD	Households			
							White:							
							Black/African American:							
							Asian:							
							American Indian/Alaskan Native:				ř			
Total Unduplicated Number Served							Native Hawaiian/Other Pacific Islander:							
This Month:	*	<u> </u>		·		*	American Indian/Alaskan Native & White:							
Total							Asian & White:							
Unduplicated Number Served	**					**	Black/African American & White:							
Year-to-Date (YTD):					,		Am. Indian/Alaskan Native & Black African Am:		-					
							Other Multi-Racial:					This Month		
							TOTAL	*	**			YTD		

Revised August 2007; Previous editions are obsolete.

<sup>\*</sup> These totals must agree.

<sup>\*\*</sup> These totals must agree with each other and be consistent with any previously submitted figures.

## CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. $$\operatorname{\textsc{EXHIBIT}}\nolimits E$

## DETAILED NARRATIVE REPORT

A. AGREEMENT	INFORMATION		
AGREEMENT NUMBER:	R200	D Mont	h Covered:
Agency:			
Address:		• .	
Person Preparing Report:			
Signature and Title:			
Contract Effective Dates:			
B.1. CONTRACT FUNDIN	G		
	Dudant d	Even and a d	Dargantaga
m . 1 p . 1	Budgeted	Expended	Percentage
Total Project:	\$	\$	%
CDBG Funding:	\$	<u>\$</u>	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%
Detailed expenditures for the p	eriod:		
B.2. DECLARATION OF P	ROGRAM INCOM	IE:	
reported below. When calcula percentage of the activity being the income is treated as addition	ting the amount of funded by CDBG or all CDBG or ESGP e Agreement. Howe	income earned rESGP. Prografunds to furthe	bed with CDBG or ESGP funding must by the activity, prorate the amount by the am income may be retained by the Agency or support the activities defined in the Wo am income remaining at the expiration of the
	Received This Period	Received To Date	
Program Income:	\$	\$	
Source of Program Income:			
B.3. DESCRIBE ANY ATT	EMPTS TO SECUI	RE ADDITION	IAL FUNDING:

## A. HIGHLIGHTS OF THE PERIOD:

В.	<b>ACTIVITIES</b>	<b>#BENEFICIARIES</b>	<b>BENEFICIARIES</b>	<b>CONTRACT GOAL</b>
		THIS PERIOD	YTD	

- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

# EXHIBIT F Emergency Shelter Grants Program Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreement No.: R200				
Date:		Month/	/Year Reporting:			
	Average Num	nher of	T			
	Persons (speci		Total Number of	ļ	Total Number of	
Beneficiary Data	adults and chil		Duplicated Persons	1	Unduplicated Persons	
,	Served Daily	IGIO.,	Served Year to Date	ļ	Served Year to Date	
Non-Residential Beneficiaries (includes		-				
Homeless Prevention and Essential Services)				ļ		
Residential Beneficiaries (includes Emergency						
Shelter and Transitional Housing)						
Familial Data		Nu	umber of Persons Served Male	d Year	r to Date Who Are: Female	
Unaccompanied 18 and over		+	Maic		remaie	
Unaccompanied under 18		<del></del>				
Families with Children Headed By:						
Single 18 and Over		<u> </u>				
Single Under 18		+				
Two Parents 18 and over		+				
Two Parents under 18		+				
Family Households with no Children		<del> </del>				
Racial/Ethnic Data		Nr	umber of Persons Served	d Year		
	!		# Total		# Hispanic	
White:		ļ				
Black/African American:						
Asian:		<u> </u>				
American Indian/Alaskan Native:						
Native Hawaiian/Other Pacific Islander:						
American Indian/Alaskan Native & White: Asian & White:		ļ				
Black/African American & White:		ļ	<del></del>			
Am. Indian/Alaskan Native & Black/African Ame		<del> </del>			·····	
Other Multi-Racial:	rican:	<del> </del>				
		<del></del>				
Types of Housing (Residential Only)  Barracks:		<u> </u>	Number of Persons Ser	rved Y	ear to Date in:	
Group/Large Home:		<del> </del>				
Scattered Site Apartment:						
Single family Detached Home:		<del> </del>				
Single Room Occupancy:		<del> </del>			· · · · · · · · · · · · · · · · · · ·	
Mobile Home/Trailer:		<del> </del>				
Hotel/Motel:		<del>                                     </del>				
Other:		<del></del>		<del></del>		
Demographic Data (Residential Only)		Number	r of Persons Served Year	r to D	ate Who Are:	
Chronically Homeless (Emergency Shelter Only):						
Severely Mentally III:					<u> </u>	
Chronic Substance Abuser		<u> </u>				
Other Disability:						
Veterans:						
Persons with HIV/AIDS:		[				
Victims of Domestic Violence:		1				
Elderly:		ĺ	- The state of the			
Comments:						

## **EXHIBIT G**

A. PERSONNEL EXPENSES	UNTY CDBG				1		AME: Dorla L utive Director -616-1264	esile.							
			,												
Salaries:												<b>U</b> 11101			
İ												Funding		Other	
		Ammuni	0/ 411	0000	0/ 8#	<b>500</b> D	0/ 4/1	~	04 411	Indirect	04: 411	(Center for		Funding	
	FTE	Annual	% Alloc to <u>Program</u>	CDBG	% Alloc to <u>Program</u>	ESGP Funding	% Alloc to <u>Program</u>	FAA	% Alloc to <u>Program</u>	County	% Alloc to Program	Family		(Please	Total
Resident Manager	<u> </u>	\$22,495	89%	\$20,000	to <u>Program</u>	<u>Funding</u> \$0	to <u>Program</u>		to <u>Program</u>	<u>Funding</u> \$0	11%	\$2,495	to <u>Program</u>	Specify)	<u>Total</u> \$22,495
(Position)	•	<b>422,43</b> 3	0976	\$20,000		ΨU		\$0 \$0		\$0 \$0	1170	\$2, <del>4</del> 95		\$0 \$0	\$22,495 \$0
(Position)		\$0		\$0		\$0		<b>\$</b> 0		\$0 \$0		\$0 \$0		\$0 \$0	\$0 \$0
(Position)		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0		\$0 \$0	\$0 \$0
(Position)		\$0 \$0		\$0		\$0 \$0		<b>\$</b> 0		\$0 \$0		\$0 \$0		\$0 \$0	\$0 \$0
(Position)		\$0		\$0 \$0		\$0 \$0		\$0		\$0 \$0		\$0		\$0	\$0 \$0
-	1	\$22,495	_	\$20,000		\$0	_	\$0		\$0	-	\$2,495		\$0	\$22,495
			_		_				_		-	<del></del>	_	<del></del>	<del>,</del>
Fringe Benefits:															
Fica	0.0765	\$1,721		\$0		\$0		\$0		\$0	100%	\$1,721		\$0	\$1,721
Unemployment	0.03	\$210		\$0		\$0		\$0		\$0	100%	\$210		\$0	\$210
Workers Comp	0.0138182	\$311		\$0		\$0		\$0		\$0	100%	\$311		\$0	\$311
Payroll Fee	\$25	\$600							_		100% _	\$600			\$600
				\$0	_	\$0		\$0		\$0	_	\$2,842		\$0	\$2,842
					_	<u> </u>					_				
Sub-Total Personnel				\$20,000		\$0	_	\$0	_	\$0		\$5,337		\$0	\$25,337
5 0000 1000															
B. OPERATING COSTS															
1 Professional Fees	A 194 55												-		
	Audit Fees			<b>\$</b> 0		\$0		\$0		\$0		\$0		<b>\$</b> 0	\$0
	Other			<b>\$</b> 0		\$0		\$0		<b>\$</b> 0		\$0		\$0	\$0
2 Insurance	Other			\$0 \$0		<b>\$</b> 0		<b>\$</b> 0		<b>\$</b> 0		\$0 \$0		<b>\$</b> 0	\$0
3 Supplies				\$0 \$0		<b>\$</b> 0		<b>\$</b> 0		<b>\$</b> 0		<b>\$</b> 0		<b>\$</b> 0	\$0
4 Communications/Postage/	Chianina			\$0 \$0		<b>\$</b> 0		<b>\$</b> 0		\$0		<b>\$</b> 0		<b>\$</b> 0	\$0
5 Occupancy	Simpling			\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0	\$0 \$0
o Occupancy				ΦU		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating Costs			_	\$0		\$0		\$0	_	\$0		\$0	<del>-</del>	\$0	\$0
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	TOTAL PROGE	RAM BUDGE	ĒΤ	\$20,000		\$0		\$0		\$0		\$5,337		\$0	\$25,337

A (	CORD, CERTIFIC		<del></del>			DATE (MM/DD/YYYY 9/7/2007			
	TER Phone: 561-686-2266 n & Brown of Florida.	Fax: 561-686-2313			SUED AS A MATTER O NO RIGHTS UPON TH				
01	Forum Way, Suite 400	iic.			ATE DOES NOT AME				
est	Palm Beach FL 33401		ALIER	HE COVERAGE	ALLONDED BY THE P	DEICIES BELOW			
			INSURERS	INSURERS AFFORDING COVERAGE INSURERA: Philadelphia Indemnity 09566					
iurec 1e (	o Center for Family Serv	rices	INSURER A: P						
Pa	alm Beach County, Inc.		INSURER B:						
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					GENERAL AGGREGATE	\$3,000,000			
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	AUTOMOBILE LIABILITY  X ANY AUTO	PHPK220221	3/1/2007	3/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
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Pro	HER ofessional Liability curance Form	PHPK220221	3/1/2007	3/1/2008		Per Incident Aggregate			
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ACORD 25 (2001/08)

@ ACORD CORPORATION 1988

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

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## CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. AGREEMENT BETWEEN PALM BEACH COUNTY

#### **AND**

## CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1720 e. Tiffany Drive, Suite 101, Mangonia Park FL 33407 and its Federal Tax Identification Number as 65-016352.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

#### PART I

#### **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Children's Case Management Oganization, 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) "Homeless" means the definition set by U.S. HUD.

#### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### **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

## CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

#### 1. <u>Maximum Compensation</u>

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 \$20,000 for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

#### 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. <u>Conditions On Which Payment Is Contingent</u>

## (1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### **PART IV**

#### **GENERAL CONDITIONS**

### 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. <u>Project Beneficiaries</u>

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

If during the year, the agency expends jover \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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 shall comply with 24 CFR 576.57(d) which requires 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.

### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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

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. <u>Public Entity Crimes</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of twenty (20) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
By:  Tammy K. Fields Senior Assistant County Attorney	By: Studies N. Johns Edward W. Lowery, J.D. Director
(COUNTY SEAL)	

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC., a Florida Corporation

By: Lune South		Rv
Harriet Goldstein,	Board President	رحد

y: <u>Julie Swindly</u>
Julie Swindler, Executive Director

(CORPORATE SEAL)

# CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. Ref: S:\PLANADMN\MISCADMN\Shell Contracts\standardESGP.doc

### CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. <u>EXHIBIT A</u>

# WORK PROGRAM NARRATIVE CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

### I. The Agency agrees to:

- A. Operate a main administrative office at 1720 East Tiffany Drive, Suite 101, West Palm Beach, FL 33407 and satellite offices within palm Beach County to provide the following services to homeless or at risk of homelessness pregnant and parenting families.
- B. During the term of this Agreement, provide emergency shelter through hotel/motel vouchers for up to 20 unduplicated families or 60 unduplicated individuals; food vouchers for the exclusive use of clients sheltered through the hotel/motel voucher program.
- C. Provide Homeless Prevention assistance through emergency rent, mortgage, and utility assistance to at least 24 unduplicated families or 72 unduplicated individuals, who are current residents of Palm Beach County.
- D. Persons receiving such assistance, who are current residents of Palm Beach County, must show reasonable proof that the aid is necessary and that the following conditions are met:
  - 1. An eviction, foreclosure, or termination of service notice has been received;
  - 2. The circumstances are due to a sudden and unexpected drop in income;
  - 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
  - 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time; and
  - 5. The emergency financial assistance will prevent homelessness.
- E. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D) Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- F. Submit monthly, in section B.2. of the Detailed Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- G. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- H. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- I. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- J. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$20,000) is to be provided in the form of the value of salaries paid to agency staff in support of carrying out the ESGP activities.

- K. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.
- L. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or undirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.

### II. The County agrees to:

A. Provide up to \$20,000 in funding for budget line items as follows:

### **Operation/Maintenance**

### **Homeless Prevention**

Emergency Rent, Mortgage, Utility Assistance..... \$8,000

TOTAL .....\$20,000

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

### **EXHIBIT B**

### LETTERHEAD STATIONERY

то:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	will find Invoice # , requesting reimbursement in the amount of The expenditures for this invoice covers the period through. You will also find attached originals or copies of documentation relating to the involved.
	Approved for Submission

 $Ref: S: \label{lem:standard} S: S: \label{lem:standard} Ref: S: \label{lem:standardes} S: \lab$ 

### LETTERHEAD STATIONERY

DATE:							
TO:	Edward W. Lower Housing and Comi 160 Australian ave West Palm Beach,	munity Develonue, Suite 500	opment )				
FROM:	Name of Subrecipient: Address: Telephone:						
SUBJECT:	REPORT OF MAT	TCH PROVID	ED UNDER ESC	GP AGREEMENT	(R-2007		
under the Ag	by the Emergency She wided as described be reement.	lter Grants Pro low, toward th	e expense of pro	viding the ESGP ε	l above, Mate		
	elect One)	Type of Match			Amount		
	007 - 2/28/2008 08 - 9/30/2008 08 - (specify)				\$		
1. 2. 3.	attachments are province statements above a s.				tations of		
			Name Title	(Signature)	· .		

# CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. EXHIBIT D

DIRECT BENEFITS ACTIVITIES
Subrecipient/Program Name:

# Palm Beach County Housing and Community Development Agreement: R200\_\_\_ - \_\_\_\_ Month/Year Reported: \_\_\_\_\_

	Total Number of Individuals or Households Served Who Are:							····				
	TOTAL Number of Individuals or Households			Incon	ne:		Racial/I	Ethnic Characte	ristics:			
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#To	otal .	# H	lispanic	Female
	Served				<30%		Racial Category	This Month	YTD	This Month	YTD	Headed Household
							White:					
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
Γotal .							Native Hawaiian/Other Pacific Islander:					
Unduplicated Number Served This Month:	*	-				*	American Indian/Alaskan Native & White:					
THIS TYPOIREM.							Asian & White:			-		
							Black/African American & White:					
Total Unduplicated Number Served	**					**	Am, Indian/Alaskan Native & Black African Am:					
Year-to-Date					*************		Other Multi-Racial:				-	This Mont
YTD):							TOTAL	*	**			YTD

Revised August 2007; Previous editions are obsolete. \* These totals must agree.

<sup>\*</sup> These totals must agree with each other and be consistent with any previously submitted figures

# CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. EXHIBIT E

### DETAILED NARRATIVE REPORT

	R200	D Mon	th Covered:
Agency:			
Address:			
Person Preparing Report:			
Signature and Title:			
Contract Effective Dates:			
B.1. CONTRACT FUNDIN	G	•	
	Budgeted	Expended	Percentage
Total Project:	\$	\$	%
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%
Detailed expenditures for the pe	eriod:		
All income earned by the Agence must be reported below. When he amount by the percentage of may be retained by the Agency further support the activities def However, any program income red.	y from activities d calculating the am the activity being if the income is to ined in the Work	irectly financed ount of income funded by CDE reated as addition	earned by the activity, prora BG or ESGP. Program incom- onal CDBG or ESGP funds ive Section of the Agreement
	Received This Period	Received To Date	
	\$	\$	<u> </u>
rogram Income:			
rogram Income: ource of Program Income:			

HIGHLIGHTS OF THE PERIOD:

A.

B.	GOAI	ACTIVITIES #BENEFICIARIES	<u>BENEFICIARIES</u>	CONTRACT
	<u> </u>	<u>THIS PERIOD</u>	YTD	
~				
C.		NEW PROJECTS INITIATED OR OPERATION:	SIGNIFICANT CHA	NGES IN
			•	
D.		PROBLEMS/CONSTRAINTS:		

TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

E.

### **EXHIBIT F**

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreen	ment No.: R200	
Date:		<u> </u>	/Year Reporting:	
			Teat Reporting.	
	Average Num			
Beneficiary Data	Persons (special	ify	Total Number of	Total Number of
Denomically Data	adults and chil	idren)	Duplicated Persons	Unduplicated Persons
Non-Residential Beneficiaries (includes	Served Daily		Served Year to Date	Served Year to Date
Homeless Prevention and Essential Services)		!		
Residential Beneficiaries (includes Emergency	<del></del>			
Shelter and Transitional Housing)	1	!		
Familial Data		Nt	umber of Persons Served Y	Vear to Date Who Are:
			Male Male	Female
Unaccompanied 18 and over				
Unaccompanied under 18				
Families with Children Headed By:				
Single 18 and Over				
Single Under 18				
Two Parents 18 and over				
Two Parents under 18 Family Households with an Child				
Family Households with no Children				
Racial/Ethnic Data		Nu	mber of Persons Served Ye	
White:		<del> </del>	# Total	# Hispanic
Black/African American:				
Asian:				
American Indian/Alaskan Native:				
Native Hawaiian/Other Pacific Islander:		<del></del>		
American Indian/Alaskan Native & White:		i ———		
Asian & White:				
Black/African American & White:				
Am. Indian/Alaskan Native & Black/African Amer	rican:	<del></del>		
Other Multi-Racial:	Tour.			
Types of Housing (Residential Only)			Number of Persons Served	d Year to Date in:
Barracks:				
Group/Large Home:			<del></del>	
Scattered Site Apartment:				
Single family Detached Home:				·
Single Room Occupancy:				
Mobile Home/Trailer:				
Hotel/Motel:				
Other:				-,
Demographic Data (Residential Only)		Number	of Persons Served Year to	Date Who Are:
Chronically Homeless (Emergency Shelter Only):				Date Tille Line.
Severely Mentally III:				
Chronic Substance Abuser				
Other Disability:				
Veterans:				
Persons with HIV/AIDS:				
Victims of Domestic Violence:				
Elderly:				
Comments:				

#### **EXHIBIT G**

ORGANIZATION: Children's Case Management Organization CONTACT NAME: JULIE SWINDLER PROGRAM: HOMELESS PREVENTION TITLE: EXECUTIVE DIRECTOR FY 2007-08 PALM BEACH COUNTY ESGP PHONE: 561-881-5572 A. PERSONNEL EXPENSES Salaries: Other Other Indirect Funding Funding Annual % Alloc **CDBG** % Alloc **ESGP** % Alloc FAA % Alloc % Alloc County (Please % Alloc (Please FTE Salary to Program Funding to Program Funding to Program Funding to Program Funding to Program Specify) to Program Specify) **Total** Case Manager \$17,500 \$0 \$0 \$0 \$0 \$0 100% \$17,500 \$17,500 Case Manager \$25,600 \$0 \$0 \$0 \$0 \$0 100% \$25,600 \$25,600 (Position) \$0 \$0 \$0 \$0 \$0 \$0 \$0 (Position) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 (Position) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 (Position) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$43,100 \$0 \$0 \$0 \$0 \$0 \$43,100 \$43,100 Fringe Benefits: Fica \$0 \$0 \$0 \$0 \$0 \$3,297 \$3,297 FL Unemployment \$0 \$0 \$0 \$0 \$0 \$291 \$291 Worker's Comp. \$0 \$0 \$0 \$0 \$0 \$672 \$672 \$0 \$0 \$0 \$0 \$0 \$4,260 \$4,260 Sub-Total Personnel \$0 \$0 \$0 \$47,360 \$0 \$0 \$47,360 \$47,360 **B. OPERATING COSTS** 1 Professional Fees Audit Fees \$0 \$0 \$0 \$0 \$0 \$0 Other \$0 \$0 \$0 \$0 \$0 \$0 \$0 Other \$0 \$0 \$0 \$0 \$0 \$0 \$0 2 Hotel/Motel Vouchers \$0 \$11,000 \$0 \$0 \$0 \$7,000 \$18,000 3 Food \$0 \$1,000 \$0 \$0 \$0 \$1,000 \$2,000 4 Rent/Mortgage/Utilities \$0 \$8,000 \$0 \$0 \$0 \$39,500 \$47,500 5 Occupancy \$0 \$0 \$0 \$0 \$0 \$0 \$0 **Subtotal Operating Costs** \$0 \$20,000 \$0 \$0 \$0 \$47,500 \$67,500 C. ADMINISTRATIVE COSTS \$0 \$0 \$0 \$0 \$0 \$0 \$0 **TOTAL PROGRAM BUDGET** \$0 \$20,000 \$0 \$0 \$0 \$0 \$114,860

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NSUR	ED						RANCE COMPANY		
				GEMENT ORGANIZATION	INSURER B: CIT	IZENS PROPERT	YINSURANCE	-	
	INC. 1720 EAST TIFFANY DRIVE, STE 1			INSURER C:			+		
	WEST PALM BEACH, FL 33407				INSURER D:			+	
					INSURER E:				
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			CLAIMS MADE X OCCUR		•		MED EXP (Any one person) PERSONAL & ADV INJURY	5	5,000
							GENERAL AGGREGATE	\$	2,000,000
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		_	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
		X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	s	
		GA	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	1	
		<u> </u>	ANY AUTO				OTHER THAN EA ACC	+	
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1	I If yes	. des	scribe under PROVISIONS below			l	EL-DISEASE - POLICY LIMIT	\$	
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hone: 561-683-8383 Fax: 561-684-5995	INSURERS A	FFORDING COVE	RAGE	NAIC #
UNED	INSURER A:	National Indemnity	Co./South	
	INSURER B:			
Children's Case Management Org 1720 East Tiffany Drive #101 West Palm Beach FL 33407	INSURER C:			
West Palm Beach FL 33407"	INSURER D:			
OVERAGES	INSURER E.			
HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED A MY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RES MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS				
ADD'L TYPE OF INSURANCE POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	
GENERAL LIABILITY	DATE (MM/DB/11)	DATE (MINEDDITT)	EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurence)	\$
CLAIMS MADE OCCUR			MED EXP (Any one person)	\$
			PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER			GENERAL AGGREGATE	\$
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ALL OWNED AUTOS SCHEDULED AUTOS			BODILY INJURY (Per person)	\$
HIRED AUTOS  NON-OWNED AUTOS			BODILY INJURY (Per accident)	\$
GARAGE LIABILITY			PROPERTY DAMAGE (Per accident)	\$
ANY AUTO			AUTO ONLY - EA ACCIDENT	\$
			OTHER THAN EA ACC	\$
EXCESS/UMBRELLA LIABILITY			EACH OCCURRENCE	\$
OCCUR CLAIMS MADE			AGGREGATE	\$
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DEDUCTIBLE				\$
RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC STATU- OTH- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	03/11/07	03/11/08	E.L. EACH ACCIDENT	\$ 100000
If yes, describe under SPECIAL PROVISIONS below			E.L. DISEASE - EA EMPLOYEE	\$ 100000
OTHER OTHER			E.L. DISEASE - POLICY LIMIT	\$ 500000
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Housing Community Development			OF ANY KIND UPON THE INSURE	
160 Australian Avenue	REPRESENTATIVE	ES		·
West Palm Beach FL 33406	AUTHORIZED REP	RESENTATIVE		
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### AGREEMENT BETWEEN PALM BEACH COUNTY

#### AND

### CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE)

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE), a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2840 6<sup>th</sup> Avenue South, Lake Worth, FL 33461 and its Federal Tax Identification Number as 59-1935485.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and CHILDREN'S PLACE AT HOME SAFE desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the CHILDREN'S PLACE AT HOME SAFE to implement such undertakings of the Emergency Shelter Grants Program.

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

#### <u>PART I</u>

### **DEFINITION AND PURPOSE**

### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE)
- (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) "Homeless" 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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### 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. <u>Maximum Compensation</u>

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 **Twenty Thousand Dollars (\$20,000)** for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 3. <u>Method of Payment</u>

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. <u>Conditions On Which Payment Is Contingent</u>

### (1) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal,

State, County and Local 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) <u>Financial Accountability</u>

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) <u>Prior Written Approvals - Summary</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

### PART IV

#### **GENERAL CONDITIONS**

### 1. 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. <u>Opportunities for Minority/Women-Owned Business Enterprises</u>

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

If during the year, the agency expends over \$500,000 of Federal awards, the agency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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. <u>Conflict of Interest</u>

The Agency shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

### 11. <u>Citizen Participation</u>

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- 87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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. <u>Public Entity Crimes</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
By:	BOARD OF COUNTY COMMISSIONERS  By: Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions  Dept. of Housing and Community Development
By:	By: Columbia 10. John
Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery
(COUNTY SEAL)	
THE CHILDREN'S PLACE AT	HOME SAFE, INC. (dba HOME SAFE)
By: Steven Bernstein, Board President	By: Matthew Ladika, Chief Executive Officer
(CORPORATE SEAL)	

### **EXHIBIT A**

# WORK PROGRAM NARRATIVE CHILDREN'S PLACE AT HOME SAFE (dba HOME SAFE)

### I. The Agency agrees to:

- A. Operate the Children's Place South Campus, an emergency shelter and 24 hour care facility for abused, neglected and abandoned infants and children, ages birth to 12 years, located at 680 Ipswich Street, Boca Raton, FL 33432.
- B. During the term of this Agreement, provide emergency shelter, direct care, supervision and supportive services to 150 unduplicated individuals.
- C. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- D. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- E. 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.
- F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- G. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- H. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$20,000) is to be provided in the form of the value of salary paid to agency staff in support of carrying out the ESGP activities. This may include the cost of fringe benefits.

- I. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.
- J. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.

### II. The County agrees to:

A. Provide up to \$20,000 in funding for budget line items as follows:

Electricity	\$14,400
Water/Sewer	
Cable	. \$ 1,820
TOTAL	\$ 20 000

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

### EXHIBIT B

### LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director
	Housing and Community Development
	160 Australian Avenue, Suite 500
	West Palm Beach, FL 33406
FROM:	Name of Subrecipient:
	Address:
	Telephone:
	reiephone.
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	u will find Invoice #, requesting reimbursement in the amount of \$
	The expenditures for this invoice covers the period through
	You will also find attached originals or copies of documentation relating to the
expenditures	involved.
_	
	Approved for Submission
	reproved for Submission

# CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE) <u>EXHIBIT C</u>

### LETTERHEAD STATIONERY

DATE:					
TO:	Edward W. Lowery Housing and Comm 160 Australian aver West Palm Beach,	nunity Development nue, Suite 500			
FROM:	Name of Subrecipion Address: Telephone:	ent:			
SUBJECT:	REPORT OF MAT	CH PROVIDED UNDER ESGP AGREEM	IENT (R-2007		
As required b has been prov under the Ag	lided as described bei	lter Grants Program (ESGP) Agreement ider low, toward the expense of providing the ES	ntified above, Mate SGP activity funde		
Time Frame (Select One)		Type of Match	Amount		
	007 - 2/28/2008 08 - 9/30/2008 08 - (specify)		\$		
1. 2. 3.	ne statements above a	vided to substantiate the Match:  and the documents provided are accurate rep	  presentations of		
		(Signature) Name Title			

DIRECT BENEFITS ACTIVITIES Subrecipient/Program Name:

Palm Beach County Housing and Community Development

Agreement: R200\_\_ - \_\_\_\_ Month/Year Reported: \_\_\_\_\_

			Total Number of Individuals or Households Served Who Are:										
		Income:				Racial/Ethnic Characteristics:							
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#1	`otal		# Hispanic	Female Headed Households	
		<30	<30%	30%	Racial Category	This Month	YTD	This Month	YTD	Treaded Households			
				-			White:						
			,				Black/African American:						
							Asian:				·		
<b>Cotal</b>							American Indian/Alaskan Native:						
Induplicated Number Served This Month:	*					*	Native Hawaiian/Other Pacific Islander:						
							American Indian/Alaskan Native & White:						
otal Induplicated							Asian & White:						
lumber Served 'ear-to-Date YTD):	**					**	Black/African American & White:						
							Am. Indian/Alaskan Native & Black African Am:						
							Other Multi-Racial:					This Month	
							TOTAL	*	*				

Revised August 2007; Previous editions are obsolete.

<sup>\*</sup> These totals must agree. \*\* These totals must agree with each other and be consistent with any previously submitted figures.

### DETAILED NARRATIVE REPORT

A. AGREEMENT INFO	RMATION			
AGREEMENT NUMBER:	R200	D Mon	th Covered:	
Agency:				
Address:				
Person Preparing Report:				
Signature and Title:				
Contract Effective Dates:				
B.1. CONTRACT FUNDIN	NG			
	Budgeted	Expended	<u>Percentage</u>	
Total Project:	\$	\$	%	
CDBG Funding:	\$	\$	%	
ESGP Funding:	\$	\$	%	
Other Funding:	\$	\$	%	
Detailed expenditures for the p	eriod:			
B.2. DECLARATION OF	PROGRAM INCO	OME:		
All income earned by the Agen reported below. When calculating by the percentage of the activity by the Agency if the income is the activities defined in the Wordshift program income remaining at the second secon	ng the amount of ir being funded by CI reated as additiona ork Program Narra	ncome earned by DBG or ESGP. I CDBG or ESC tive Section of	y the activity, prorate Program income ma GP funds funds to fur the Agreement. He	e the amount y be retained ther support owever, any
	Received This Period	Received To Date		
Program Income:	\$	\$		
Source of Program Income:				
B.3. DESCRIBE ANY ATT	EMPTS TO SEC	URE ADDITIO	ONAL FUNDING:	

C.

HIGHLIGHTS OF THE PERIOD:

# CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE)

υ.	<u>ACTIVITIES#BENEFICIARIES</u> <u>BENEFICIARIES</u> <u>CONTRACT GOAL</u> <u>THIS PERIOD</u> <u>YTD</u>
E.	NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

- F. PROBLEMS/CONSTRAINTS:
- G. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

# CHILDREN'S PLACE AT HOME SAFE, INC. (dba HOME SAFE)

EXHIBIT F

Emergency Shelter Grants Program

Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreen	nent No.: R200	-	
Date:			Year Reporting:		
Beneficiary Data	Persons (speci	fy	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date
Non-Residential Beneficiaries (includes Homeless Prevention and Essential Services)					
Residential Beneficiaries (includes Emergency					
Shelter and Transitional Housing)					
Familial Data		Nu	mber of Persons Serve	d Year	
Unaccompanied 18 and over			Maie		Female
Unaccompanied under 18					
Families with Children Headed By:		<u>.</u>			
Single 18 and Over					
Single Under 18					
Two Parents 18 and over			****		
Two Parents under 18					
Family Households with no Children					
Racial/Ethnic Data	Month/Year Repo  Average Number of Persons (specify adults and children) Served Yes)  Number of Persons  Number of Persons  American:  Number of Persons  Number of Persons	mber of Persons Serve # Total	d Year	to Date Who Are: # Hispanic	
White:					
Black/African American:					
Asian:					
American Indian/Alaskan Native:					
Native Hawaiian/Other Pacific Islander: American Indian/Alaskan Native & White:					
Asian & White:					· · · · · · · · · · · · · · · · · · ·
Black/African American & White:					
Am. Indian/Alaskan Native & Black/African Amer					
Other Multi-Racial:	ican:				
Types of Housing (Residential Only)			Number of Persons Se	rved Y	ear to Date in:
Barracks:					
Group/Large Home:					
Scattered Site Apartment:					
Single family Detached Home:					
Single Room Occupancy:					
Mobile Home/Trailer:					
Hotel/Motel:					
Other:					
Demographic Data (Residential Only)		Number	of Persons Served Yea	r to Da	ate Who Are:
Chronically Homeless (Emergency Shelter Only):					
Severely Mentally III:					
Chronic Substance Abuser					
Other Disability:					
Veterans:					
Persons with HIV/AIDS:					
Victims of Domestic Violence: Elderly:					
Comments:		-			
Comments;					

PROGRAM: FY 2007-08 PALM BEAC A. PERSONNEL EXPENSES	ESG		TITLE: Finance Director PHONE: 561-383-9800				•	
Salaries:								<del></del>
						Other	Other	
	Annual % Alloc	0000			Indirect	Funding	Funding	
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-			<del></del>	\$0	\$0	\$0	\$0	
OPERATING COSTS								
1 Professional Fees								
Audit Fees		\$0	**					
Other		\$0 \$0	\$0	\$0	<b>\$</b> 0	<b>\$</b> 0	\$0	
Other		\$0 \$0	\$0	\$0	\$0	\$0	\$0	
2 Insurance		•	\$0	\$0	\$0	\$0	\$0	
3 Supplies - Utilities		<b>\$</b> 0	\$0	<b>\$</b> 0	\$0	<b>\$</b> 0	\$0	
4 Communications/Postage/Shipping		\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,0
5 Occupancy		\$0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	\$0	\$0	Ψ20,0
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# COMMUNITY CARING CENTER OF BOYNTON BEACH, INC. AGREEMENT BETWEEN PALM BEACH COUNTY

#### **AND**

# COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the Community Caring Center of Boynton, Beach, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 145 N.E. 4<sup>th</sup> Avenue, Boynton Beach, Florida 33435 and its Federal Tax Identification Number as 65-0447796.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and Community Caring Center of Boynton, Beach, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Community Caring Center of Boynton, Beach, Inc. to implement such undertakings of the Emergency Shelter Grants Program.

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

### PART I

### **DEFINITION AND PURPOSE**

## 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Community Caring Center of Boynton, Beach, 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) "Homeless" means the definition set by U.S. HUD.

# 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

### 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. <u>Maximum Compensation</u>

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 **Fifteen Thousand One-Hundred Ninety-Four Dollars (\$15,194)** for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 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) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Subcontracts</u>

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) <u>Purchasing</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

### **PART IV**

### **GENERAL CONDITIONS**

### 1. 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. <u>Opportunities for Minority/Women-Owned Business Enterprises</u>

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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. <u>Evaluation and Monitoring</u>

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.

If during the year, the agency expends over \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Conflict of Interest</u>

The Agency shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Amendments</u>

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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. <u>No Forfeiture</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
Bv:	By: Comment W. Jones
By: Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery Director
(COUNTY SEAL)	
Community Caring Center of Boynton, I	Beach, Inc., A Florida Corporation
By: Zugene Cericola, President	By: Lillian Ostiguy, Vice President
(CORPORATE SEAL)	

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### 

# WORK PROGRAM NARRATIVE COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

- I. The Agency agrees to:
- A. Operating from 145 NE 4<sup>th</sup> Avenue Boynton Beach, Florida 33435, provide emergency shelter to at least 29 unduplicated homeless individuals and families through Hotel/Motel vouchers; operate a homeless prevention program to prevent eviction, foreclosure or disconnection of utilities service to up to 70 families at risk of becoming homeless, and provide essential services through provision of personal hygiene items, medication, identification, and temporary emergency housing to 19 individuals/households.
- B. During the term of this Agreement, provide emergency shelter, and supportive services to an unduplicated 48 homeless families and homeless prevention services to an unduplicated 70 families who are at risk of becoming homeless.
- C. Persons receiving assistance in the form of rent, mortgage and utilities assistance must be current residents of Palm Beach County and must show reasonable proof that the aid is necessary and that the following conditions are met:
  - 1. An eviction, foreclosure, or termination of service notice has been received;
  - 2. The circumstances are due to a sudden and unexpected drop in income;
  - 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
  - 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time; and
  - 5. The emergency financial assistance will prevent homelessness.
- D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- E. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- G. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- I. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

- J. The pledged match (\$95,000) is to be provided in the form of staff salaries, volunteer hours (to be calculated at no more than \$5.00/hour) and cash.
- K. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- L. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

### II. The County agrees to:

A. Provide up to \$15,194 in funding for budget line items as follows:

#### **HOMELESS PREVENTION**

Emergency Rent, Mortgage and Utilities Assistance.....\$12,000

### **ESSENTIAL SERVICES**

Personal Hygiene Items, Medication, Identification,
Temporary Emergency Shelter, etc.....\$1,194

# **OPERATIONS AND MAINTENANCE**

Hotel and Motel Vouchers.....\$2,000

TOTAL .....\$15,194

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57 (e).

# **EXHIBIT B**

# LETTERHEAD STATIONERY

expenditures	will find Invoice # , requesting reimbursement in the amount of \$ for this invoice covers the period through inals or copies of documentation relating to the expenditures involved.	. The . You will also find
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)	
FROM:	Name of Subrecipient: Address: Telephone:	
то:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406	

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# **EXHIBIT C**

# LETTERHEAD STATIONERY

		<del></del>		
O:	Edward W. Lowery, Di Housing and Communi 160 Australian avenue, West Palm Beach, FL	ty Development Suite 500		
ROM:	Name of Subrecipient: Address: Telephone:			
JBJECT:	REPORT OF MATCH	PROVIDED UNDER ESGP AGREE	MENT (R-2007)	
described	below, toward the expens	Grants Program (ESGP) Agreement ide e of providing the ESGP activity fund  Type of Match	entified above, Match has ed under the Agreement.  Amount	been provi
<u>(S</u>	elect One)	-JP- 01-124401		
	007 - 2/28/2008 08 - 9/30/2008 08		\$	
1. 2.		d to substantiate the Match:		
3.	-			
ertify that t	the statements above and t	he documents provided are accurate r	enrecentations of agency	records
ertify that t	the statements above and t	the documents provided are accurate r		records.

# EXHIBIT D aty Housing and C

						Total Numb	per of Individuals or Households Se	rved Who Are	:				
	TOTAL	income:				Racial/Ethnic Characteristics:							
	Number of Individuals or Households Served	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#Te	Pini	# H	lispanic	Female	
					<30%		Racial Category	This Month	YTD	This Month	YTD	Headed Household	
							White:						
							Black/African American:					7	
							Asian:					]	
							American Indian/Alaskan Native:						
Total Unduplicated Number Served							Native Hawaiian/Other Pacific Islander:						
This Month:						·	American Indian/Alaskan Native & White:						
Total							Asian & White:						
Unduplicated Number Served	**						Black/African American & White:					7	
Year-to-Date (YTD):							Am. Indian/Alaskan Native & Black African Am:						
							Other Multi-Racial:					This Mont	

Revised August 2007; Previous editions are obsolete.

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

# **EXHIBIT E**

# COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

# DETAILED NARRATIVE REPORT

A. AGREEMENT IN	FORMATION				
AGREEMENT NUMBER: R	200	D Mont	h Covered:		
Agency:					
Address:					
Person Preparing Report:					
Signature and Title:					
Contract Effective Dates:					
B.1. CONTRACT FUNDING					
	Budgeted	Expended	Percentage		
Total Project:	\$	\$	%		
CDBG Funding:	\$	\$	%		
ESGP Funding:	\$	\$	%		
Other Funding:	\$	\$	%		
Detailed expenditures for the peri-	od:				
B.2. DECLARATION OF PRO	GRAM INCOM	ſE:			
All income earned by the Agency below. When calculating the amo activity being funded by CDBG or additional CDBG or ESGP funds to Agreement. However, any progra	ount of income ear ESGP. Program o further support	arned by the ac n income may b the activities d	ctivity, prorate the retained by the efined in the Wor	e amount by the Agency if the its Program Name	e percentage of the income is treated as rative Section of the
	Received This Period	Received To Date			
Program Income:	\$	\$			
Source of Program Income:					
B.3. : DESCRIBE ANY ATTEM	IPTS TO SECU	RE ADDITION	IAL FUNDING:		
C. HIGHLIGHTS OF THE P	ERIOD:				

D.	THIS PERIOD YTD
E.	NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
F.	PROBLEMS/CONSTRAINTS:
G.	TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**EXHIBIT F** 

# Emergency Shelter Grants Program Grantee Statistics Report for FY 200\_\_-0\_\_

Agency:		Agreen	ment No.: R200		
Date:		Month/	/Year Reporting:		
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily	ify	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date
Non-Residential Beneficiaries (includes					
Homeless Prevention and Essential Services)					
Residential Beneficiaries (includes Emergency					
Shelter and Transitional Housing)	·				<u> </u>
Familial Data		Nu	umber of Persons Served Male	d Year	r to Date Who Are: Female
Unaccompanied 18 and over				i	
Unaccompanied under 18					
Families with Children Headed By:					
Single 18 and Over			·		
Single Under 18					
Two Parents 18 and over					
Two Parents under 18					
Family Households with no Children					
Racial/Ethnic Data		Nu	umber of Persons Served # Total	d Year	r to Date Who Are: # Hispanic
White:			0 2 0000		II BASIN PROGRAM
Black/African American:					
Asian:					
American Indian/Alaskan Native:					
Native Hawaiian/Other Pacific Islander:					
American Indian/Alaskan Native & White:					
Asian & White:					
Black/African American & White:					
Am. Indian/Alaskan Native & Black/African Ame	erican:				
Other Multi-Racial:		<u> </u>			
Types of Housing (Residential Only)		<u> </u>	Number of Persons Ser	rved Y	ear to Date in:
Barracks:		Ĺ			
Group/Large Home:		<b></b>			
Scattered Site Apartment: Single family Detached Home:		<del></del>			
Single Room Occupancy:		<del> </del>			
Mobile Home/Trailer:		r			
Hotel/Motel:		r <del></del>		·	
Other:		· · · · · ·			
Demographic Data (Residential Only)		Number	r of Persons Served Year	r to D	ote Who Are:
Chronically Homeless (Emergency Shelter Only):			Ul I VISUIS CU		ate who his.
Severely Mentally III:					
Chronic Substance Abuser					
Other Disability:				<del></del>	
Veterans:			<del></del>		
Persons with HIV/AIDS:				<del></del>	
Victims of Domestic Violence:					
Elderly:					
Comments:					

ORGANIZATION: COMMUNITY CARING CENTER OF BOYNTON BEACH PROGRAM: ESGP

FY 2007-08 PALM BEACH COUNTY CDBG A. PERSONNEL EXPENSES

CONTACT NAME: Sherry Johnson TITLE: Executive Director

PHONE: (561) 364-9501 ext 25

TILOOMALE CA	-10-0														
Salaries:															
Executive Director Case Manager	FTE 70% 50%	Annual Salary \$52,000 \$19,240	% Alloc to <u>Program</u>	\$0	% Alloc to <u>Program</u>	ESGP % Alloc Funding to Program \$0	FAA % Alloc Funding to Program \$0	Indirect County <u>Funding</u> to \$0	% Alioc o <u>Program</u> 15%	City of Boynton Beach CDBG \$7,800	% Alloc to <u>Program</u>	State of Florida DCF Contract	% Alloc to <u>Program</u> 85%	Private Fnds & Covenant Agree \$44,200	t :
Case Manager	63%	\$17,550	60%	\$0		\$0	<b>\$</b> 0	\$0	100%	\$19,240				\$0	
iomeless Outreach	40%	\$17,550 \$10,816	60%	\$10,530 \$6,490		<b>\$</b> 0	\$0	<b>\$</b> 0	40%	\$7,020				\$0	
n-take Counselor	50%	\$14,040	00%	\$0,490		\$0 80	\$0	\$0	40%	\$4,326				\$0	
	4270	\$0		\$0		\$0 \$0	<b>\$</b> 0	\$0		\$0	50%	\$7,020	50%	\$7,020	
	2.725	\$113,646		\$17,020	_	\$0	\$0 \$0	\$0	_	\$0	_		_	\$0	
•				<u> </u>			30	\$0	-	\$38,386	_	\$7,020		\$51,220	\$113
Fringe Benefits:															
Payroll Taxes		\$3,642	<b>60%</b>	\$2,185		\$0	<b>\$</b> 0	\$0	40%	\$1,457				_	
Benefit)				\$0		\$0	\$0	<b>\$</b> 0	7076	#1, <del>4</del> 57 \$0		(	Contract	\$0	<b>\$</b> 3
Benefit)	_			\$0	_	\$0	\$0	\$0		\$0				\$0	
	-	\$3,642	-	\$2,185		\$0	\$0	\$0	-	\$1,457	-	\$0	-	\$0 \$0	•
Sub-Total Personne		0447.000	·						-	<u> </u>	_	<u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>	-	30	<b>\$</b> 3,
Sub-Total Personne	H	\$117,288		\$19,205		\$0	\$0	\$0	-	\$39,843		\$7,020	-	\$51,220	\$117,
DEPARTING COS 1 Professional Fed	<del>0</del> 8								_				_		• • • • • •
	Audit Fees	\$3,000		\$0		\$0	<b>\$</b> 0	\$0	100%	\$3,000				••	
	Bookkeeper	\$8,400	10%	\$840		\$0	<b>\$</b> 0	\$0	40%	\$3,360			50%	\$0 \$4,200	\$3,
2 Insurance	Other	240.047		\$0		\$0	\$0	\$0		\$0			30%	\$4,200 \$0	\$8,
3 Supplies		\$10,947		\$0		\$0	\$0	\$0	81%	\$8,880	•		19%	\$2,080	\$10,9
4 Communications	/Dostson/Chin	nina		\$0		\$0	<b>\$</b> 0	\$0		\$0			.070	\$0	<b>\$10</b> ,
5 Occupancy	w.careAeva:iib	bing		\$0 \$0		\$0	<b>\$</b> 0	\$0		\$0				\$0	
o o ocupano,				<b>∌</b> U		<b>\$0</b>	<b>\$</b> 0	\$0		\$0				\$0	
ubtotal Operating C	Costs	\$22,347		\$840	-	\$0									
				<del></del>		<u></u>	\$0	\$0		\$15,240		\$0		\$6,280	<b>\$22</b> ,3
ADMINISTRATIVE	COSTS			\$0		<b>\$0</b>	\$0	\$0		\$0		\$0		\$0	
OTAL PROGRAM B	UDGET	\$139,635		\$20,045		<b>\$</b> 0	<b>\$</b> 0	\$0		\$55,083		\$7,020			\$139,6

of County Commissioners c/o K.C.D. 160 Australian Avenue, Ste. 500 West Palm Beach FL 33406			impose 113 obl Heaplesentativ	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE IN OBLIGATION OR LIABILITY OF ANY KINC UPON THE INSURER, ITS AGENTS OR SEPPESENTATIVES.  AUTHORIZED REPRESENTATIVE  MURILLO DELL'ALTONIONE DELL'A			
	Palm Beach County Board			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED SEFORE THE EXPIRATION CATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAR. 10 DAYS WRITTON			
CERTIFICATE HOLDER			<del></del>	CANCELLATION			
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Lray	Beach FL 33483	31-276-5244	INSURERS AF	INSURERS AFFORDING COVERAGE			
	astri <b>dge</b> Agency, Inc E. 6th Avenue		HOLDER. TI	HIS CERTIFICATE	DOES NOT AMEND, EXT ORDED BY THE POLICIES	END OR	
			ONLYAND	CONFERS NO RIG	DAS A MATTER OF INFOR	CATE	

# AGREEMENT BETWEEN PALM BEACH COUNTY AND

# FAITH-HOPE-LOVE-CHARITY, INC.

THIS AGREEMENT, entered into this day of, 20, by and	between
Palm Beach County, a political subdivision of the State of Florida, for the use and bene	
Emergency Shelter Grants Program and FAITH, HOPE, LOVE, AND CHARITY, INC	
profit corporation duly organized and existing by virtue of the laws of the State of Florida, has	
principal office at 3175 South Congress Avenue, Fl 33461 and its Federal Tax Identi	
Number as <b>65-0464807</b> .	

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and **FAITH-HOPE-LOVE-CHARITY. INC.**, desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage FAITH-HOPE-LOVE-CHARITY, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

### PART I

# **DEFINITION AND PURPOSE**

# 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means FAITH, HOPE, LOVE, CHARITY, 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) "Homeless" means the definition set by U.S. HUD.

# 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

### 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. <u>Maximum Compensation</u>

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 **Twenty-five Thousand Dollars (\$25,000)** for the period of **October 1, 2007** through **September 30, 2008**. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

## 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, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Prior Written Approvals - Summary</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

### PART IV

### **GENERAL CONDITIONS**

# 1. 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 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 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 minority/women-owned business

enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

If during the year, the agency expends over \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

# 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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. <u>Public Entity Crimes</u>

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).

# 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency  By:  Tammy K. Fields Senior Assistant County Attorney	Approved as to Terms and Conditions Dept. of Housing and Community Development  By: Odusus O. House  Edward W. Lowery  Director
(COUNTY SEAL)	

(CORPORATE SEAL)

Denise Murray, President

FAITH-HOPE-LOVE-CHARIY, INC., a Florida Corporation

Roy Foster, Executive Director

### FAITH-HOPE-LOVE-CHARITY, INC. <u>EXHIBIT A</u>

# WORK PROGRAM NARRATIVE FAITH-HOPE-LOVE-CHARITY

# I. The Agency agrees to:

- A. Operate Stand Down House, an emergency shelter for homeless veterans located at 4309 Davis Road, Lake Worth, Florida 33461.
- B. During the term of this Agreement, provide emergency shelter with supportive services to 108 unduplicated homeless veterans who are in recovery from substance abuse.
- C. Certify that no on-site treatment, therapy, or personal services will be provided at the Stand-Down House. All services are to be provided off-site.
- D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide estimates required by U.S. HUD.
- E. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- G. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- H. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match of \$25,000 is to be provided in the form of salaries.

- I. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- J. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.
- K. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.

L. 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. Provide up to \$25,000 in funding for budget line items as follows:

### **Operations and Maintenance**

Subtotal	\$21,000
Food	\$6,000
Furnishings	
Utilities	
Insurance	\$6,000
Maintenance	\$1,000

### **Essential Services**

Standardized testing for Essential Services	\$4,000
Subtotal	\$4,000

TOTAL ESG BUDGET.....\$25,000

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

# EXHIBIT B

# LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	will find Invoice # , requesting reimbursement in the amount of \$ The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the involved.

Approved for Submission

# EXHIBIT C

# LETTERHEAD STATIONERY

DATE:			
TO:	Edward W. Lowery, Housing and Comm 160 Australian aven West Palm Beach, F	unity Development ue, Suite 500	
FROM:	Name of Subrecipie Address: Telephone:	nt:	
SUBJECT:	REPORT OF MATO	CH PROVIDED UNDER ESGP AGREEM	ENT (R-2007
As required by has been pro- under the Ag	vided as described belo	ter Grants Program (ESGP) Agreement identitions, toward the expense of providing the ES	tified above, Match GP activity funded
ŀ	me Frame elect One)	Type of Match	Amount
	007 - 2/28/2008 08 - 9/30/2008 08		\$
1. 2. 3.	he statements above ar		resentations of
		(Signature) Name Title	·

#### DIRECT BENEFITS ACTIVITIES

Subrecipient/Program Name:

# Palm Beach County Housing and Community Development

Month   Name   N	Subrecipient/Prog	gram Name:					Agreement: R	200 Month/	Year Reported:				
Number of Individuals or Households Served   1							Total Num	ber of Individuals or Households S	erved Who Are	:			
Individuals or Households   Served   Note			<u> </u>	T	Incon	ne:		Racial/	Ethnic Characte	eristics:	•		
Headed   Household   Racial Category   This Month   YTD   This Month   YTD   Headed   Household   Ho	Individuals or Households	Individuals or Households		Income	Income 31%-	Low Income	TOTAL		#Te	otal	# <b>H</b>	ispanic	Female
White:  Black/African American:  Asian:  American Indian/Alaskan Native:  Native Hawaiian/Other Pacific Islander:  American Indian/Alaskan Native & White:  Total Unduplicated Number Served This Month:  * American Indian/Alaskan Native & White:  Asian & White:  Black/African American & White:  #* Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:						<30%		Racial Category	This Month	YTD		YTD	Headed Households
Asian:  American Indian/Alaskan Native:  Native Hawaiian/Other Pacific Islander:  American Indian/Alaskan Native & White:  Asian & White:  Asian & White:  Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:								White:		·			
Total Unduplicated Number Served This Month:  * American Indian/Alaskan Native:  Native Hawaiian/Other Pacific Islander:  * American Indian/Alaskan Native & White:  Total Unduplicated Number Served Year-to-Date (YTD):  American Indian/Alaskan Native:  * American Indian/Alaskan Native & White:  Asian & White:  Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:								Black/African American:					-
Total Unduplicated Number Served This Month:  *  American Indian/Alaskan Native & White:  Asian & White:  Black/African American & White:  #*  Am. Indian/Alaskan Native & Black African Am:								Asian:					
Unduplicated Number Served This Month:  * American Indian/Alaskan Native & White:  Asian & White:  Unduplicated Number Served Year-to-Date (YTD):  * Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:								American Indian/Alaskan Native:					
Total Unduplicated Number Served Year-to-Date (YTD):  **    Asian & White:	Unduplicated							Native Hawaiian/Other Pacific Islander:					
Unduplicated Number Served Year-to-Date (YTD):  **  Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:	This Month:	*		<del></del>	*	*	American Indian/Alaskan Native & White:					_	
Number Served Year-to-Date (YTD):  **  Black/African American & White:  Am. Indian/Alaskan Native & Black African Am:								Asian & White:					
(YTD):  Am. Indian/Alaskan Native & Black African Am:	Number Served	**					**	Black/African American & White:					-
Other Multi Pacial						·		Am. Indian/Alaskan Native & Black African Am:		6.			
This Month								Other Multi-Racial:					This Month
Revised August 2007: Previous editions are obsolete. * The set of the set of								TOTAL	*	**			To YTD

\* These totals must agree.

<sup>\*\*</sup> These totals must agree with each other and be consistent with any previously submitted figures.

### **DETAILED NARRATIVE REPORT**

AGREEMENT INFORMATION

A.

EXHIBIT E

AGREEMENT NUMBER: R2	00	D Mont	h Covered:
Agency:			
Address:			
Person Preparing Report:			
Signature and Title:			
Contract Effective Dates:			
B.1. CONTRACT FUNDING			
	<u>Budgeted</u>	Expended	Percentage
Total Project:	\$	\$	
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	
Other Funding:	\$	\$	%
Detailed expenditures for the period	l:		
percentage of the activity being fun Agency if the income is treated as	om activities dinte amount of inductional CD additional CD rative Section	rectly financed come earned by or ESGP. Pro BG or ESGP f of the Agreem	with CDBG or ESGP funding must be the activity, prorate the amount by the gram income may be retained by the unds to further support the activities ent. However, any program income HCD.
	Received This Period	Received To Date	
Program Income:	\$	\$	
Source of Program Income:			
B.3. DESCRIBE ANY ATTEMP	TS TO SECUE	RE ADDITION	AL FUNDING:
A. HIGHLIGHTS OF TI	HE PERIOD:		

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

### EXHIBIT F

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:	Agreement No.: R200				
Date:		Month/	/Year Reporting:		
Beneficiary Data	Average Num Persons (special adults and child Served Daily	ify	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date
Non-Residential Beneficiaries (includes Homeless Prevention and Essential Services) Residential Beneficiaries (includes Emergency Shelter and Transitional Housing)					
Familial Data		Nu	umber of Persons Served	d Year	
Unaccompanied 18 and over Unaccompanied under 18 Families with Children Headed By: Single 18 and Over' Single Under 18 Two Parents 18 and over			Male		Female
Two Parents under 18 Family Households with no Children		<del> </del>			
Racial/Ethnic Data		Nu	amber of Persons Served # Total	d Year	r to Date Who Are: # Hispanic
White: Black/African American: Asian: American Indian/Alaskan Native: Native Hawaiian/Other Pacific Islander: American Indian/Alaskan Native & White: Asian & White: Black/African American & White: Am. Indian/Alaskan Native & Black/African Amer Other Multi-Racial:  Types of Housing (Residential Only)  Barracks: Group/Large Home: Scattered Site Apartment: Single family Detached Home: Single Room Occupancy: Mobile Home/Trailer: Hotel/Motel: Other:	rican:		Number of Persons Ser	rved Y	
Demographic Data (Residential Only) Chronically Homeless (Emergency Shelter Only): Severely Mentally Ill: Chronic Substance Abuser Other Disability: Veterans:		Number	of Persons Served Year	r to Da	ate Who Are:
Persons with HIV/AIDS: Victims of Domestic Violence: Elderly:					
Comments:					

### **EXHIBIT G**

ORGANIZATION: Faith-Hope-Love-Charity

PROGRAM:

FY 2007-08 PALM BEACH COUNTY ESGP

CONTACT NAME: Dr. Casimiro H. Crockett

TITLE:Administrative Director

PHONE: (561) 968-1612 ext. 13

A. PERSONNEL EXPENSES

Salaries:

										Indirect		Other		Other	
		Annual	% Alloc	CDBG	% Alloc	ESGP	% Alloc	FAA	% Alloc	County	% Alloc	Funding	% Alloc	Funding	
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Director		\$0		\$0		\$0		\$0		\$0		\$22,500		\$22,500	\$45,00
Resident Manager		\$0		\$0		\$0		\$0		\$0		\$0		\$15,237	\$15,23
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Fringe Benefits:															
Health Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$6,60
Taxes (i.e.) fed/state				\$0		\$0		\$0		\$0		\$0		\$0 \$0	\$3,75
Benefit)				\$0		\$0		\$0		\$0		\$0		. \$0	\$5,75
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Sub-Total Personnel				\$0	_	\$0		\$0	· <u> </u>	\$0		\$0	· <u>-</u>	\$0	\$70,58
B. OPERATING COSTS															
1 Professional Fees															
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Other				\$0		\$0		\$0		<b>\$</b> 0		\$0		\$10,000	φ <del>-1</del> 0,90 \$
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5 Occupancy	-			\$0		\$8,000		\$0		\$0		\$85,549		\$12,500	\$106,04
Subtotal Operating Costs	<b>B</b>			\$0		\$25,000		\$0		\$0	_	\$249,198	_	\$25,700	\$299,898
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ACORD 26 (2001/08)

©ACORD CORPORATION 1988

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

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has coverage in force for	the following Named Insured	as shown below:					
Named Insured	FAITH HOPE LOVE	CHARITY INC					
Address of Named Insure	3175 S CONGRESS PALM SPRINGS, FL	AVE, STE 304 33461-2562					
POLICY NUMBER	261 0715-A23-59	258 8113-F21-59					
EFFECTIVE DATE OF POLICY	07/23/07	06/21/07					
DESCRIPTION OF VEHICLE	97 FORD F150 1FTEF1761VKB32023	02 FORD EXPEDIT 1FMRU17L92LA29				F	- Chio
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a. Bodily Injury	\$500,000.00	\$500,000.00					
Each Accident b. Property Damage	\$500,000.00	\$500,000.00					
c. Bodily Injury & Property Demage Single Limit Each Accident						YES	□NO
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### AGREEMENT BETWEEN PALM BEACH COUNTY

#### AND

### FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC. a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1010 Tenth Avenue North, Suite #1, Lake Worth, Florida 33460 and its Federal Tax Identification Number as 59-1830267.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and the **FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the **FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.** to implement such undertakings of the Emergency Shelter Grants Program.

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

### PART I

### **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Farmworker Coordinating Council of Palm Beach County, 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) "Homeless" means the definition set by U.S. HUD.

### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### 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. <u>Maximum Compensation</u>

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 \$24,000 for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 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) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Subcontracts</u>

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) <u>Purchasing</u>

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) <u>Prior Written Approvals – Summary</u>

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) <u>Program-Generated Income</u>

Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.

#### PART IV

### **GENERAL CONDITIONS**

### 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

### 3. <u>Project Beneficiaries</u>

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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. <u>Evaluation and Monitoring</u>

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.

If during the year, the agency expends jover \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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. <u>Amendments</u>

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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).

### 21. Counterparts Of This Agreement

This Agreement, consisting of fifteen (15) 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, 20
ATTEST:	
SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
By:	By: Edward W. Johns
Tammy K. Fields	Edward W. Lowery
Senior Assistant County Attorney	Director
(COUNTY SEAL)	

FARMWROKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

Sergio Palacio, President

Manuel Allende, Executive Director

(CORPORATE SEAL)

# FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC. <u>EXHIBIT</u> A

# WORK PROGRAM NARRATIVE FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

- I. The Agency agrees to:
  - A. Operate a Homeless Prevention Program located at 1010 Tenth Avenue North, Suite #1, Lake Worth, Florida 33460 to provide emergency rent, mortgage, and utility assistance to farmworkers and their families.
  - B. Provide Homeless Prevention assistance through emergency rent, mortgage, and utility assistance to at least 60 unduplicated farmworker families (200 unduplicated farmworker individuals).
  - C. Persons receiving such assistance, who are current residents of Palm Beach County, must show reasonable proof that the aid is necessary and that the following conditions are met:
    - 1. An eviction, foreclosure, or termination of service notice has been received;
    - 2. The circumstances are due to a sudden and unexpected drop in income;
    - 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
    - 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time; and
    - 5. The emergency financial assistance will prevent homelessness.
  - D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
  - E. Submit monthly, in section B.2.of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
  - F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
  - G. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
  - H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
  - I. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- J. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match of \$24,000 is to be provided in the form of salaries.

K. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

### II. The County agrees to:

A. Provide up to \$24,000 in funding for budget line items as follows:

#### **Homeless Prevention**

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

 $S: \label{lem:conditional} S: \label{lem:condi$ 

### EXHIBIT B

### LETTERHEAD STATIONERY

ТО:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	will find Invoice # , requesting reimbursement in the amount of \$ The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the nvolved.
	Approved for Submission

 $Ref: S: \label{lem:standard} Ref: S: \label{lem:standardes} S: \label{lem:standardes} S: \label{lem:standardes} Ref: S: \label{lem:standardes} S: \label{lem:standardes} Ref: S: \label{lem:standardes} S: \label{lem:standardes} Ref: \label{lem:standardes} Ref: \label{lem:standardes} Re$ 

# LETTERHEAD STATIONERY

DATE:					
TO:	Edward W. Lowery Housing and Comr 160 Australian ave West Palm Beach,	nunity Develo nue, Suite 500	pment		
FROM:	Name of Subrecipi Address: Telephone:	ent:			
SUBJECT:	REPORT OF MAT	CH PROVID	ED UNDER ESGP	AGREEMENT	(R-2007
As required by has been pro- under the Ag	by the Emergency She vided as described be reement.	lter Grants Pro low, toward th	gram (ESGP) Agree e expense of provid	ement identified ing the ESGP a	l above, Mate
1	me Frame elect One)		Type of Match		Amount
	007 - 2/28/2008 08 - 9/30/2008 08 - (specify)				\$
1. 2. 3.	g attachments are province statements above a s.			curate represen	atations of
			(S Name Title	ignature)	

### **DIRECT BENEFITS ACTIVITIES**

#### **EXHIBIT D**

Palm Beach County Housing and Community Development

Subrecipient/Program Name: Agreement: R200 -Month/Year Reported: Total Number of Individuals or Households Served Who Are: Income: Racial/Ethnic Characteristics: TOTAL Number of Moderate Low Individuals Over Income Income Very or 80% 51%-80% Households 31%-Low TOTAL #Total # Hispanic 50% Served Income **Female** <30% Headed This Racial Category Households This Month | YTD YTD Month White: Black/African American: Asian: American Indian/Alaskan Native: Total Native Hawaiian/Other Pacific Unduplicated Islander: Number Served This Month: American Indian/Alaskan Native & White: Asian & White: Total Unduplicated Black/African American & White: **Number Served** Year-to-Date Am. Indian/Alaskan Native & Black (YTD): African Am: This Month Other Multi-Racial: **TOTAL** YTD

Revised August 2007; Previous editions are obsolete. figures

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

### **EXHIBIT E**

### **DETAILED NARRATIVE REPORT**

A.

A. AGREEMENT INF	ORMATION		
AGREEMENT NUMBER: R2	200	D Mont	h Covered:
Agency:			
Address:			
Person Preparing Report:			
Signature and Title:	- -		
Contract Effective Dates:			
B.1. CONTRACT FUNDING			
	<u>Budgeted</u>	Expended	Percentage
Total Project:	\$	\$	%
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%
Detailed expenditures for the period	od:		
reported below. When calculating percentage of the activity being fu Agency if the income is treated a	rom activities di the amount of in inded by CDBG s additional CD rrative Section	rectly financed come earned by or ESGP. Pro BG or ESGP:	with CDBG or ESGP funding must the activity, prorate the amount by togram income may be retained by funds to further support the activitient. However, any program income the activity.
	Received This Period	Received To Date	
Program Income:	\$	\$	
Source of Program Income:			
B.3. DESCRIBE ANY ATTEM	PTS TO SECUI	RE ADDITION	IAL FUNDING:

HIGHLIGHTS OF THE PERIOD:

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

- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

### EXHIBIT F

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreen	Agreement No.: R200					
Date:		Month/	/Year Reporting:					
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily	ify	Total Number of Duplicated Persons Served Year to Date	Total Number of Unduplicated Persons Served Year to Date				
Non-Residential Beneficiaries (includes								
Homeless Prevention and Essential Services)								
Residential Beneficiaries (includes Emergency Shelter and Transitional Housing)		ı						
Familial Data		Nt	umber of Persons Served \					
			Male	Female				
Unaccompanied 18 and over Unaccompanied under 18		<del> </del>						
Unaccompanied under 18 Families with Children Headed By:								
Single 18 and Over		<del></del>						
Single 18 and Over Single Under 18		<del> </del>						
Two Parents 18 and over		<b></b>	.	74				
Two Parents 18 and over Two Parents under 18		<del> </del>						
Family Households with no Children		<del> </del>						
		<del></del>						
Racial/Ethnic Data		Nu	imber of Persons Served Y					
White:		<del> </del>	# Total	# Hispanic				
Black/African American:		<del> </del>						
Asian:		<del></del>						
American Indian/Alaskan Native:		<del></del>		<del></del>				
Native Hawaiian/Other Pacific Islander:		1						
American Indian/Alaskan Native & White:		T						
Asian & White:		i						
Black/African American & White:								
Am. Indian/Alaskan Native & Black/African Ame	erican:							
Other Multi-Racial:	Mean.							
Types of Housing (Residential Only)			Number of Persons Serve	I Vernas Data in				
Barracks:			Nulling of Leisons perve	d year to Date in:				
Group/Large Home:	<del></del>							
Scattered Site Apartment:	<del>+</del>	~						
Single family Detached Home:								
Single Room Occupancy:								
Mobile Home/Trailer:								
Hotel/Motel:	-							
Other:								
Demographic Data (Residential Only)		Number	of Persons Served Year to	Data Who Are				
Chronically Homeless (Emergency Shelter Only):			Of Follows Deliver 1 can to	Date who Are.				
Severely Mentally III:								
Chronic Substance Abuser								
Other Disability:	-							
Veterans:								
Persons with HIV/AIDS:								
Victims of Domestic Violence:								
T TOTAL OF WALLANDS T TATELLED.	i i							
Elderly:	-							

ORGANIZATION:Farmworker Coordinating Council of Palm Beach County, Inc CONTACT NAME: Manuel Allende PROGRAM: Homeless Prevention Program

FY 2007-08 PALM BEACH COUNTY ESGP

PHONE: 561-533-7227

A. PERSONNEL EXPENSES

Salaries:

														Other	
			•							Indirect		Other		Funding (United Way,	
v		Annual	% Alloc	CDBG	% Alloc	ESGP	% Alloc	FAA	% Alloc	County	% Alloc	Funding	% Alloc	Foundations,	
s	FTE		to Program	<u>Funding</u> t			to Program	Funding	to Program	Funding	to Program		to Program	CSC)	Tota
Executive Director	1	\$63,525	0%	\$0	0%	\$0	5%	\$3,176	0%	\$0	5%	\$3,176	90%	\$57,173	\$63,525
Director of Programs	1	\$43,621	0%	\$0	0%	\$0	25%	\$10,905	0%	\$0	5%	\$2,181	70%	\$30,535	\$43,621
BG Director	1	\$34,151	0%	\$0	0%	\$0	50%	\$17,076	0%	\$0	10%	\$3,415	40%	\$13,660	\$34,151
Sr. Case Mgr	1	\$32,240	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$32,240	0	\$10,000	\$32,240
Service Coordinator	1	\$32,240	0%	\$0	0%	\$0	30%	\$9,672	0%	\$0	0%	\$0	70%	\$22,568	\$32,240 \$32,240
Case Worker	6	\$151,650	0%	\$0	0%	\$0	25%	\$37,913	0%	\$0	17.90%	\$27,145	57%	\$86,592	\$32,2 <del>4</del> 0 \$151,650
Intake Specialist	1	\$21,580	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$21,580	•
Housing Assistance	1	\$14,560	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$14,560	0%	φ21,560 \$0	\$21,580
Financial Adm.	1	\$17,120	0%	\$0	0%	\$0	10%	\$1,712	0%	\$0	10%	\$1,712	80%	• -	\$14,560
	14	\$410,687		\$0	. –	\$0	_	\$80,454		\$0	.070_	\$84,430	80%_	\$13,696	\$17,120
Fringe Benefits:					-		-			<u></u>	-	Ψ04,430	_	\$245,804	\$410,687
Executive Director	. 1	\$22,752	0%	\$0	0%	\$0	5%	\$1,138	0%	\$0	5%	\$1,138	90%	<b>600 477</b>	000
Director of Program	1	\$7,545	0%	\$0	0%	\$0	25%	\$1,886	0%	\$0	5%	\$377	70%	\$20,477	\$22,752
BG Director	1	\$3,702	0%	\$0	0%	\$0	50%	\$1,851	0%	\$0	10%	\$377 \$370	70% 40%	\$5,282	\$7,545
Sr. Case Mgr	1	\$7,481	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$7,481	40% 0%	\$1,481	\$3,702
Service Coordinator	1	\$3,516	0%	\$0	0%	\$0	30%	\$1,055	0%	\$0	0%	\$7, <del>4</del> 61 \$0	70%	\$0	\$7,481
Case Worker	6	\$37,541	0%	\$0	0%	\$0	25%	\$9,385	0%	\$0 \$0	17.90%	\$6,720	70% 57%	\$2,461	\$3,516
Intake Specialist	1	\$5,462	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	φ0,720 \$0		\$21,436	\$37,541
Housing Assistanc	1	\$1,795	0%	\$0	0%	\$0	10%	\$180	0%	\$0	10%	\$0 \$180	100% 80%	\$5,462	\$5,462
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2 Insurance		\$25,948	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$1,949 \$3,892	85%	\$11,046	\$12,995
3 Other		\$74,983	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	-	85%	\$22,056	\$25,948
4 Comm/Postage/Ship	pping	\$13,223	0%	\$0	0%	\$0	0%	\$0	0%	\$0 \$0	15%	\$11,247 \$1,983	85% 85%	\$63,736	\$74,983
5 Occupancy		\$52,718	0%	\$0	0%	\$0	0%	\$0	0%	\$0 \$0	10%	\$1,983 \$5,272	85%	\$11,240	\$13,223
6 Travel/Conference		\$10,260	0%	\$0	0%	\$0	0%	\$0	0%	\$0 \$0	20%	\$5,272 \$2.052	90%	\$47,446	\$52,718
7 Printing & Supplies		\$27,631	0%	\$0	0%	\$0	0%	<b>\$</b> 0	0%	\$0 \$0	20% 15%	\$2,052 \$4,145	80%	\$8,208	\$10,260
6 Client Financial Assi	stance	\$104,000	0%	\$0	23%	\$24,000	0%	\$O	0%	\$0 \$0	77%	\$4,145 \$80,000	85%	\$23,486	\$27,631
Subtotal Operating Cost		\$321,758		\$0		\$24,000		\$0	5,0	<del>\$0</del>	′′′′°—	\$110,541	0%_	\$0	\$104,000
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# AGREEMENT BETWEEN PALM BEACH COUNTY

#### AND

# FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1923 Broadway, Riviera Beach, FL 33404 and its Federal Tax Identification Number as 65-0942198.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

#### PART I

### **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, 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) "Homeless" means the definition set by U.S. HUD.

### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

# FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC. 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. <u>Maximum Compensation</u>

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 **Twenty-One Thousand Dollars (\$21,000)** for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

### 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

# FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

### (1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Prior Written Approvals - Summary</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### **PART IV**

#### **GENERAL CONDITIONS**

## 1. 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 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 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

#### 3. <u>Project Beneficiaries</u>

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

If during the year, the agency expends over \$500,000 of Federal awards, the agency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

#### 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-87, 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, 12372, 12432,13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination</u>

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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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).

#### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20							
ATTEST:	· · · · · · · · · · · · · · · · · · ·							
SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Politica Subdivision of the State of Florida							
	BOARD OF COUNTY COMMISSIONERS							
By:	Bv:							
Deputy Clerk	By: Addie L. Greene, Chairperson							
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development							
By:	By: Sunsul D. Jonny							
Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery Director							
(COUNTY SEAL)								
Corporation	WOMEN AND CHILDREN, INC., A Florida							
By: Wenda Marshall Board President	By: Mandia Wantin Shandra Dawkins, Executive Director							
(CORPORATE SEAL)								

#### **EXHIBIT A**

# WORK PROGRAM NARRATIVE FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

#### I. The Agency agrees to:

- A. At a confidential location, operate a 15 bed emergency shelter for victims of domestic abuse and their children, at which emergency shelter, counseling, and case management services will be provided. Approximately 135 unduplicated persons will be provided with shelter, food vouchers and/or prescriptions during the year.
- B. Submit to HCD concurrently with your first invoice a copy of the current lease agreement for the emergency shelter.
- C. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- D. Submit monthly, in section B.2. of the Detailed monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.2504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- E. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- F. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- G. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$21,000) is to be provided in the form of the value of the salaries paid to agency staff in support of carrying out the ESG activity.

- H. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- I. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

#### II. The County agrees to:

A. Provide up to \$21,000 in funding for budget line items as follows:

Operations & Maintenance	•
Rent and Lease for Shelter Facility\$	19,800
TOTAL\$	19,800
Essential Services	
Prescription\$	200
Food Vouchers	1,000
TOTAL\$	1,200

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

# EXHIBIT B

#### LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director Housing and Community Development 160 Australian Avenue, Suite 500 West Palm Beach, FL 33406
FROM:	Name of Subrecipient: Address: Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	will find Invoice # , requesting reimbursement in the amount of \$\frac{3}{2}\$. The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the involved.

.

Approved for Submission

# EXHIBIT C

# LETTERHEAD STATIONERY

DATE:					
TO:	Edward W. Lower Housing and Com 160 Australian ave West Palm Beach,	munity Develonue, Suite 500	opment O		
FROM:	Name of Subrecipe Address: Telephone:	ent:			
SUBJECT:	REPORT OF MA	TCH PROVID	ED UNDER ESGI	AGREEMENT	Γ (R-2007-
Tir	ne Frame	iow, loward th	Type of Match		Amount
(Se	elect One)				
	007 - 2/28/2008 08 - 9/30/2008 08				\$
1	attachments are prov	vided to substa	intiate the Match:		
certify that th	e statements above a	nd the docume			tations of
			Name Title	Signature)	

#### Exhibit D

DIRECT BENEFITS ACTIVITIES
Subrecipient/Program Name:

Palm Beach County Housing and Community Development

Agreement: R200\_\_\_- \_\_\_\_ Month/Year Reported: \_\_\_\_\_

		Total Number of Individuals or Households Served Who Are:													
	TOTAL Number of			Income:				Racial/Eth	nic Chara	cteristics:	·				
	Individuals or Households Served	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#Total			# Hispanic	Female			
					. \30%		Racial Category	This Month	YTD	This Month	YTD	Headed Households			
			·		•		White:			With	·				
							Black/African American:								
						-	Asian:					-			
tal							American Indian/Alaskan Native:								
duplicated mber Served is Month:	*					. · ·	Native Hawaiian/Other Pacific Islander:								
			·				American Indian/Alaskan Native & White:								
al duplicated							Asian & White:								
imber Served ar-to-Date TD):	**					**	Black/African American & White:								
	·						Am. Indian/Alaskan Native & Black African Am:								
							Other Multi-Racial:					This Month			
	august 2007; Prev						TOTAL	*	**			YTD			

15

# DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMA	TION				
AGREEMENT NUMBER: R2	200	D Mon	th Covered:	· · · · · · · · · · · · · · · · · · ·	
Agency:					
Address:					
Person Preparing Report:					
Signature and Title:					
Contract Effective Dates:					
B.1. CONTRACT FUNDING					
	Budgeted	Expended	Percentage		
Total Project:	\$	\$	%		
CDBG Funding:	\$	\$	%		
ESGP Funding:	\$	\$	%	•	1
Other Funding:	\$	<u>\$</u>			
Detailed expenditures for the period	i:				
B.2. DECLARATION OF PROC All income earned by the Agency f below. When calculating the amoun	rom activities f	inanced with ( ned by the activ	ity, prorate the an	nount by the percen	tage of
the activity being funded by CDBG of treated as additional CDBG or ESC Narrative Section of the Agreement Agreement must be remitted to HCI	GP funds to fur nt. However, a	ther support th	ne activities defin	ed in the Work Pr	ogram
	Received This Period	Received To Date			
Program Income:	\$	\$	•		
Source of Program Income:					
B.3. DESCRIBE ANY ATTEMP	TS TO SECUR	E ADDITION	AL FUNDING:		
C. HIGHLIGHTS OF THE PER	NOD:				

D.	ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL THIS PERIOD YTD
E.	NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
F.	PROBLEMS/CONSTRAINTS:
<b>G</b> .	TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

		Agreement No.: R200						
Date:		Month	Month/Year Reporting:					
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily			Total Number of Unduplicated Persons Served Year to Date				
Non-Residential Beneficiaries (includes			Served Year to Date					
Homeless Prevention and Essential Services) Residential Beneficiaries (includes Emergency Shelter and Transitional Housing)		- <del> </del>						
Familial Data		Nu		Year to Date Who Are:				
Unaccompanied 18 and over	***		Male	Female				
Unaccompanied under 18								
Families with Children Headed By:								
Single 18 and Over		-						
Single Under 18								
Two Parents 18 and over		1		<del>-</del>				
Two Parents under 18		"						
Family Households with no Children								
Racial/Ethnic Data		Nu	mber of Persons Served					
White:			# Total	# Hispanic				
Black/African American:								
Asian:								
American Indian/Alaskan Native:		<del> </del>						
Native Hawaiian/Other Pacific Islander:		-						
American Indian/Alaskan Native & White:		<del> </del>						
Asian & White:								
Black/African American & White:								
Am. Indian/Alaskan Native & Black/African Amer	ican:							
Other Multi-Racial:								
Types of Housing (Residential Only)			Number of Persons Serv	red Year to Date in:				
Barracks:								
Group/Large Home:								
Scattered Site Apartment:								
Single family Detached Home:								
Single Room Occupancy:								
Mobile Home/Trailer:								
Hotel/Motel: Other:								
Demographic Data (Residential Only)	·	Number	of Persons Served Year	to Date Who Are				
Chronically Homeless (Emergency Shelter Only):								
Severely Mentally Ill:								
Chronic Substance Abuser								
Other Disability:								
Veterans:		·						
Persons with HIV/AIDS:								
Victims of Domestic Violence:			,					
Elderly:								
Comments:								

ORGANIZATION: Florida Resource Center for Women and Children, Inc. PROGRAM: Emergency Shelter

FY 2007-08 PALM BEACH COUNTY ESGP A. PERSONNEL EXPENSES

CONTACT NAME: Shandra Dawkins

TITLE: Executive Director/Family Advocate

PHONE: (561) 848-8383

Salaries:

FTI	Annual	% Alloc	CDBG	% Alloc	ESGP	% Alloc	FAA	Q/ AH	Indirect				Fund Raisers/	
ED/Family Advocate 8		to <u>Program</u>	Funding	to Program		to Program		% Alloc to <u>Program</u>	County	% Alloc	Found-		Contri-	
PD/Family Advocate 8:	1 1000	21	\$12,420		\$0	43	\$25,055	7		to Program		to Program	butions	
Case Manager/Educ 100	,, . <u></u>	24	\$11,800		\$0	45	\$22,042	, 5	\$4,300	24	\$14,000	3	\$2,094	\$57
Child Ed/Intake 100	+42,000	44	\$14,000		\$0	54	\$17,280	5	\$2,200	20	\$9,500	6	\$2,878	\$48
Prog. Advocates(2)	7	0	\$0		\$0	61	\$12,042		\$0	2	\$720	0	\$0	\$32
Wknd. Advocate(3) 100	400,001	18	\$9,613		\$0	73	\$39,275		\$0	39	\$7,699	0	\$0	\$19
Relief Advocates 100	1-1100	45	\$12,167	w.,	\$0	0	ψ39,273 \$0		<b>\$</b> 0	8	\$4,348	1	\$751	\$53
Bus./Cit. Manager 90	+-,	0	\$0		\$0	41	\$0 \$0	-	\$0	55	\$14,833	0	\$0	\$27
RAVE Adv./Educator 75	7-7,710	0	\$0		\$0	34	\$12,803		\$0	50	\$3,000	50	\$3,000	\$6
830		0_	\$0		\$0	0	\$12,003 \$0	8	\$2,921	36	\$13,600	22	\$8,116	\$37
Fringe Benefits:	Ψ3 14,437		\$60,000	_	\$0	Ŭ-	\$128,497		\$0	78	\$25,000	22_	\$7,000	\$32
Fica		•				_	2.20,701	_	\$9,421		\$92,700		\$23,839	\$314
FL Unemployment			\$0		\$0	35	\$8,441		<b>6</b> 0		<u>.</u>			
Workers' Compen.			\$0		\$0	44	\$282		\$0 \$0		\$10,000	24	\$5,961	\$24
Health Plan			\$0	<u>.</u>	\$0	71	\$1,255		\$0 <b>\$</b> 0		\$0	55	\$345	
	•		\$0		\$0	50	\$12,600		<u>\$0</u>	·	\$0	29	\$516	\$1
Sub-Total Personnel			600.000			-			<u> </u>		\$8,600	16_	\$4,000	\$25
B. OPERATING COSTS			\$60,000		\$0		\$151,075	<u></u>	\$9,421		0444.065			
1 Professional Fees								-	Ψ3,421		\$111,300		\$34,661	\$366
Audit Fees			60									*		
2 Insurance			\$0 \$0		\$0		\$0		\$0	20	<b>\$2.000</b>			
3 Supplies			\$0 \$0		\$0	25	\$1,500		\$0 \$0	30 43	\$2,090	70	\$4,910	\$7
4 Communications/Postage/Ship	ping		\$0 \$0		\$0		\$0		\$0 \$0	42 95	\$2,500 \$12,000	33	\$2,000	\$6,
5 Occupancy			\$0 \$0		\$0		\$0		\$0 \$0		\$13,092 \$18,030	5	\$708	\$13,
6 Client Assistance			\$0	35	\$19,800	56	\$32,081		\$0 \$0	96 8	\$18,020	4	\$800	\$18,
7 Food Service			^	4	1200		0		0	_	\$4,542	1	\$600	\$57
8 Other		*	0		0		0	*	0	93	29000	3	1000	31
Subtotal Operating Costs		·				_	_		U	93 100	6500	7	500	7
		•			\$21,000	-	\$33,581	<del></del> .	\$0	100	23046		0	23
C. ADMINISTRATIVE COSTS			<b>ድ</b> ለ		h				Ψ0		\$98,790		\$10,518	<u>\$163</u> ,
TOTAL PROGR	AM DUDG-		\$0		\$0		\$0		\$9,421	•	\$41,367		\$2,121	
nents and Settings\Shandra\My D		,	\$60,000		\$21,000	\$	184,656		\$9,421		\$210,090		\$45,179	\$530,

PRODUÇER TO VALLE PRODUÇER	ICATE OF LI	ABILITY INS	HRANO		DATE
Robert J Kalois		THIS .	CRANC		DATE (MM/DDYYYY)
Robert J Kaleita Ins	Agency, Inc	ONLY	AND CONER	S ISSUED AS A MATTER ORS NO RIGHTS UPON T	9/14/2007
12230 Forest Hill Bl. Wellington, Fl. 33414		HOLDI	ER. THIS CER	S ISSUED AS A MATTER O RS NO RIGHTS UPON T TIFICATE DOES NOT AME AGE AFFORDED BY THE I	HE CERTIFICATE
561-687-3761	1	ALIER	THE COVER	TIFICATE DOES NOT AME AGE AFFORDED BY THE I	NU, EXTEND OR
		INSUDE	26 4555==		BELOW.
Florida Resour	ce Center	MOOKEN	RS AFFORDING	COVERAGE	NAIC#
For Women And	Children, Inc	INSURER A	Scottsda	le Ins Co	
		MOORER B	<u>integon</u>	National Tax C	
Riviera Beach,	FL 33404		United S	tates Liability	
561-848-8383 COVERAGES		<del></del>	· · · · · · · · · · · · · · · · · · ·		
THE DOLLOIS		INSURER E:	·		
THE POLICIES OF INSURANCE LISTED BE ANY REQUIREMENT. TERM OR CONDITION OF THE INSURANCE AFFORD POLICIES. AGGREGATE LIMITS SHOWN MAINS ADD.  TYPE OF INSURANCE  GENERAL LIABILITY  GENERAL LIABILITY	LOW HAVE BEEN ISSUED TO ON OF ANY CONTRACT OR ED BY THE POLICIES DESCRI	OTHE INSURED NAMED A OTHER DOCUMENT WIT	ABOVE FOR THE	POLICY PERIOD INDICATED. NO	TWITHSTANDING
INSR ADDI.	THAVE BEEN REDUCED BY	TAID CLAIMS.		-rms, exclusions and cond	BE ISSUED OR
GENERAL LIABILITY	POLICY NUMBER	POLICY EFFECTI	VE POLICY EXPIRA ) DATE (MM/DD/	TION	- SUCH
X COMMERCIAL GENERAL LIABILITY	1.	:	DATE (MM/DD/		'S
CLAIMS MADE X OCCUR		· .		EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
A X	*			PREMISES (Ea occurence)	\$ 100,000
	CLS1285069	09/19/07		MED EXP(Any one person)	\$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER		09/19/0/	09/19/0	Q OFFICE .	5,000
X POLICY PRO-				CENTER	\$ 1,000,000
AUTOMOBILE LIABILITY			:	PRODUCTS - COMP/OP AGG	1,000,000
				and the same of Add	1,000,000
ANYAUTO					
ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	500 000
X SCHEDULED AUTOS					500,000
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		, 12, 6,	09/03/08	BODILY INJURY (Per accident) S	
GARAGE LIABILITY				PROPERTY DAMAGE	
· · · · · · · · · · · · · · · · · · ·				(Peraccident) \$	
ANYAUTO				AUTO ONLY - EA ACCIDENT S	
				OTHER THAN EA ACC \$	
EXCESSIUMBRELLA LIABILITY				AUTOONLY: AGG \$	
OCCUR CLAIMSMADE				FACH OCCUPATION	
· ·		. 1		AGGRECATE	
DEDUCTIBLE				S S	
RETENTION S					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				! 5	
ANY PROPRIETOR/PARTNER/EXECUTIVE		!	:	WCSTATU- IOTH-	
OLLICERIMEMBER EXCLUDEDS		:		TURTLIMITS   ER	
If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT S	
OTHER				E L DISEASE - EA EMPLOYEE \$	
Professional &				E L. DISEASE - POLICY LIMIT S	
D & O		08/21/07 0	8/21/08	\$1,000,000	
RIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXC	111210112				
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spect to Goneral and of	County Commiss	sioners is			
apoet to General Liabilit	У.	incrs is an	Addition	hal Insured with	
TEICATE HOLDE					
IFICATE HOLDER					
Palm Beach Court		CANCELLATION			
Palm Beach County Boa Commissioners A Polytical	ard of County	SHOULD ANY OF THE	ABOVE DESCRIBED	POLICIES BE CANCELLED BEFORE	
			ATAINCH CHICAGO	WILL ENDEAVOR TO 3.0	
or the state of Florida	+ t = - c c :		THE PROPERTY OF THE PROPERTY O	AMED TO THE LEFT OF THE	
regents, c/o ne	ant of "	IMPOSE NO OBLIGATE	ON OR HARMON	E ANY KIND UPON THE INSURER	O DO SO SHALL
& Community Developme	nt	REPRESENTATIVES	Segicit Y (	T ANT KIND UPON THE INSURER	ITS AGENTS OF
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AON RISK SERVICES 1001 BRICKELL BAY I MIAMI, FL 33131 (305) 372-9950		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.  COMPANIES AFFORDING COVERAGE  COMPANY  A  ZURICH AMERICAN INSURANCE COMPANY						
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WPALM BEACH, FL 33406

AON RISK SERVICES, INC. OF FLORIDA

C:\FMPRO\CERTIFICATES 2002 RECOVERED.FP6

#### AGREEMENT BETWEEN PALM BEACH COUNTY

#### AND

#### THE LORD'S PLACE, INC.

as 59-2240502.
Australian Avenue, West Palm Beach, Florida, 33407, and its Federal Tax Identification Number
organized and existing by virtue of the laws of the State of Florida, having its principal office at 2808
Shelter Grants Program and the THE LORD'S PLACE, INC., a non-profit corporation duly
Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency
THIS AGREEMENT, entered into this day of, 2007, by and between Palm

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and THE LORD'S PLACE, INC. desire to provide the activities specified in Part II of this Agreement; and WHEREAS, Palm Beach County desires to engage THE LORD'S PLACE, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

#### PART I

#### **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means THE LORD'S PLACE, 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) "Homeless" means the definition set by U.S. HUD.

#### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### 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. <u>Maximum Compensation</u>

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 TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$23,500) for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008**.

#### 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. <u>Conditions On Which Payment Is Contingent</u>

#### (1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### PART IV

#### **GENERAL CONDITIONS**

#### 1. 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. <u>Opportunities for Minority/Women-Owned Business Enterprises</u>

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

#### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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. <u>Evaluation and Monitoring</u>

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. <u>Audits and Inspections</u>

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.

If during the year, the agency expends over \$500,000 of Federal awards, the agency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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. <u>Insurance</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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 shall comply with 24 CFR 576.57(d) which requires at a minimum 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.

#### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions

- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance

amendments thereto, on file at its principal office.

- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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

#### 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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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).

## 21. Counterparts Of This Agreement

This Agreement, consisting of twenty (20) 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

WITNESS our Hands and Seals on	the, 2007.
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida  BOARD OF COUNTY COMMISSIONERS
By:	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
By: Tammy K. Fields Senior Assistant County Attorney	By: Gluss W. Johns Edward W. Lowery, J.D. Director
(COUNTY SEAL)	
THE LORD'S PLACE, INC., a Florida C	Corporation
By: Bert Winkler, Esq., President	By: Diana L. Stanley, Executive Director

(CORPORATE SEAL)

#### **EXHIBIT A**

#### **WORK PROGRAM NARRATIVE**

#### THE LORD'S PLACE—Family Emergency Facility

#### I. The Agency agrees to:

- A. Operate an emergency shelter and transitional housing facility located at 4979 Wedgewood Way, #A, West Palm Beach, FL 33417, and provide food vouchers for the exclusive use of facility residents.
- B. During the term of this Agreement, provide emergency, transitional housing, and food vouchers to sixty (60) unduplicated families, including one hundred sixty (160) unduplicated individuals.
- C. Submit to HCD by the 10th of each month the Direct Benefit Activities form(Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- D. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- E. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- F. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- G. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- H. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match SEVENTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$70,500) is to be provided in the form of the value of salaries to be paid to the Program Coordinator and Case Manager who work in the direct delivery of the activity funded under this Agreement.

I. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the Agreement term, and to prevent under-expenditure of allocated funds.

J. Attest to the accurate completion of Exhibit G to this Agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.

#### II. The County agrees to:

A. Provide up to TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$23,500) in funding for budget line items as follows:

## **Operations and Maintenance**

Food Vouchers	\$ 5,500
Utilities	\$18,000
TOTAL	\$23,500

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

 $Ref: S: \planning \propto PLANADMN \propto SUBRECIP \propto 2007\_08 \propto The Lords Place \propto Subrecip \propto PLANADMN \propto Subrecip \propto Subrec$ 

# EXHIBIT B

#### LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Di Housing and Communit 160 Australian Avenue, West Palm Beach, FL	ty Development Suite 500
FROM:	Name of Subrecipient: Address: Telephone:	
SUBJECT:	INVOICE REIMBURS	EMENT - (R-2007)
amount of through	u will find Invoice # \$ You e expenditures involved.	, requesting reimbursement in the The expenditures for this invoice covers the period will also find attached originals or copies of documentation
		Approved for Submission

# EXHIBIT C

#### LETTERHEAD STATIONERY

DATE:	-		
TO:	Edward W. Lowery, Direct Housing and Community 1 160 Australian avenue, Su West Palm Beach, FL 334	Development iite 500	
FROM:	Name of Subrecipient: Address: Telephone:		
SUBJECT:	REPORT OF MATCH PR	OVIDED UNDER ESGP AGREE	MENT (R-2007
As required by has been provunder the Ag	vided as described below, to	ants Program (ESGP) Agreement id ward the expense of providing the l	entified above, Match ESGP activity funded
1	me Frame elect One)	Type of Match	Amount
ł .	007 - 2/28/2008 08 - 9/30/2008 08		\$
1 2 3	he statements above and the		epresentations of
,		(Signatur	e).
		Name:	
		Title:	

#### DIRECT BENEFITS ACTIVITIES

# EXHIBIT D Palm Beach County Housing and Community Development

Subrecipient/Program Na	me:				_	Agreement: F	R-2007 Mon	th/Year Rep	oorted:	The state of the s	···		
	TOTAL				-	Tota	l Number of Individuals or Households Serve	d Who Are	•				
	Number of Individuals	Income:				Racial/Ethnic Characteristics:							
	or Households Served	Over 80%	Moderate Income	Low Income	Very Low			#Total		#Total		# H	# Hispanic  This Female Headed Households
		6076	51%-80%	31%-50%	Income <30%	TOTAL	Racial Category	This Month	YTD		YTD		
							White:						
							Black/African American:						
							Asian:						
Total Unduplicated							American Indian/Alaskan Native:						
Number Served						.*	Native Hawaiian/Other Pacific Islander:						
This Month:	*						American Indian/Alaskan Native & White:						
							Asian & White:						
Total Unduplicated							Black/African American & White:						
Number Served						**	Am. Indian/Alaskan Native & Black African Am:						
Year-to-Date (YTD):	**						Other Multi-Racial:						
							TOTAL	*	*				
P												This Month	

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

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

#### **EXHIBIT E**

#### **DETAILED NARRATIVE REPORT**

A. AUKEEMENT	INFORMATION			
GREEMENT NUMBER:	R-2007	D Mon	th Covered:	
gency:				
Address:				
Person Preparing Report:				
Signature and Title:				
Contract Effective Dates:				
B.1. CONTRACT FUNDIN	G			
	Budgeted	Expended	Percentage	
Total Project:	\$	\$		
CDBG Funding:	\$	\$		
ESGP Funding:	\$	\$		
Other Funding:	\$	\$		
Detailed expenditures for the po	eriod:			
B.2. DECLARATION OF Plant income earned by the Agence elow. When calculating the amount of the Early being funded by CDBG is additional CDBG or ESGP further full full forms. However, and ICD.	by from activities do nount of income ear or ESGP. Progran nds to further supp	irectly financed rned by the activation income may be ort the activities	vity, prorate the amount be retained by the Agency s defined in the Work Pros	y the per if the inc gram Nar
	Received This Period	Received To Date		
rogram Income:	\$	\$		
ource of Program Income:				
3. DESCRIBE ANY ATTE	EMPTS TO SECU	RE ADDITION	AL FUNDING:	ŕ
. HIGHLIGHTS OF THE	PERIOD:			

D.	ACTIVITIES	#BENEFICIARIES THIS PERIOD	BENEFICIARIES YTD	CONTRACT GOAL
E.	NEW PROJECTS I	NITIATED OR SIGNII	FICANT CHANGES I	N OPERATION:
F.	PROBLEMS/CONS	STRAINTS:		
F.	TECHNICAL ASSI	STANCE NEEDED AN	ND/OR REQUESTED	:

## THE LORD'S PLACE, INC.—Family Emergency Facility

#### **EXHIBIT F**

Emergency Shelter Grants Program Grantee Statistics Report for FY 2007-08

Agency:		Agreement No.: R2007						
Date:		Month/	Year Reporting:					
Beneficiary Data	Average Num Persons (speci adults and chil Served Daily	ify	Total Number of Duplicated Persons Served Year to Date	Total Number of Unduplicated Persons Served Year to Date				
Non-Residential Beneficiaries (includes	-							
Homeless Prevention and Essential Services)		<u> </u>						
Residential Beneficiaries (includes Emergency Shelter and Transitional Housing)								
		T No	CD Comio					
Familial Data	!	iNu	Imber of Persons Served Male	d Year to Date Who Are:				
Unaccompanied 18 and over			iviale	Female				
Unaccompanied under 18		<del> </del>						
Families with Children Headed By:		1						
Single 18 and Over								
Single Under 18								
Two Parents 18 and over								
Two Parents under 18				·				
Family Households with no Children								
Racial/Ethnic Data		Nu	mber of Persons Served # Total	Year to Date Who Are:				
White:			# Total	# Hispanic				
Black/African American:								
Asian:								
American Indian/Alaskan Native:				Miles I de la companya de la company				
Native Hawaiian/Other Pacific Islander:								
American Indian/Alaskan Native & White:								
Asian & White:								
Black/African American & White:								
Am. Indian/Alaskan Native & Black/African Amer	rican:							
Other Multi-Racial:								
Types of Housing (Residential Only)		,	Number of Persons Ser	ved Year to Date in:				
Barracks:								
Group/Large Home:								
Scattered Site Apartment:				·				
Single family Detached Home:								
Single Room Occupancy:								
Mobile Home/Trailer:								
Hotel/Motel: Other:		<del></del>						
Demographic Data (Residential Only)								
Chronically Homeless (Emergency Shelter Only):		Number	of Persons Served Year	to Date Who Are:				
Severely Mentally III:								
Chronic Substance Abuser								
Other Disability:								
Veterans:								
Persons with HIV/AIDS:								
Victims of Domestic Violence:								
Elderly:		<del></del>						
Comments:								
	,							

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Pz	L	Beach Gardens FL 334	10			TOTAL DE TITLE POLI	CIEO DELOTA.
	LODA	: 800-538-0487 Fax:	561-626-3153	INSURERS A	AFFORDING COV	ERAGE	NAIG#
				INSURER A:	Bridgafield Employ	yeza Ing. Ço.	
ł		The Lord's Place,	Inc.	INBURER B:	Progressive		02962
l		The Lord's Place, c/o Director of P.O. Box 3265	Finance	INSURER C:	Philadelphi	la Insurance Co.	. 23850
		West Palm Beach F.	L 33402-3253	INSURER D:			
ČC	VER	AGE8		NOURER E:			
ĺΝ	AY PE	LICIES OF INSURANCE LISTED BELOW HA COUPEMENT, TERM OR CONDITION OF AN RTAIN, THE INSURANCE AFFORDED BY THE ES. AGGREGATE UNITS SHOWN MAY HAVI	AL COLLEGE OF CHATCHER POPULER! MI	ED ABOVE FOR THE PO ITH RESPECT TO WHICH JECT TO ALL THE TERM	LICY PERIOD INDICATE H THIS CERTIFICATE N	ED. NOTWITHETANDING MAY BE ISSUED OR	
THOUSE	Xoo	4	E BEEN REDUCED BY PAID CLAIMS.			•	
片弧	Mar	GENERAL LIABILITY	POLICY NUMBER	DATE (MIM/OD/YY)	DATE (MM/ODYY)	LIMET	8
c	x	X COMMERCIAL GENERAL LIABILITY	7			EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
-	"	CLAIMS MADE X OCCUR		05/03/07	05/03/08	PREMISES (Ex acquirence)	\$100,000
		I SCOOK	1			MED EXIT (Alty one person)	<b>\$5,000</b>
		X Professional	1			PERSONAL & ADV INJURY	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGOREGATE	\$3,000,000
		POLICY JECT LOC				PRODUCTS - COMP/OP AGG	3,000,000
B		ANY AUTO	08255907-3	07/22/07	07/22/08	COMBINED SINGLE LIMIT (Es scaldent)	s1.000,000
		X SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	5
		NON-OWNED AUTOS				SODILY INJURY (Per accident)	*
						PROPEKTY DAMAGE (Per accident)	5
		GARAGE LIABILITY				AUTO ONLY - BA ACCIDENT	\$
		ANT ADIO				OTHER THAN EA ACC	5
		EXCESS/UMBRELLA CLABILITY				EACH OCCURRENCE	<u> </u>
		OCCUR CLAIMS MADE			ţ	AGGREGATE	\$
				1	Ì		\$
		DEDUCTIBLE				· ·	\$
	Militar	RETENTION \$		_			5
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^	ANY F	PROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXOLUDED?	830-28862	04/01/07	04/01/08	ELL EACH ACCIDENT	<b>1</b> 00000
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	OTHE					E.L. DIBEASE - POLICY LIMIT	s 500000
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ins	ure	licate holder is addi	cional insured regar	ding the op	erations of	f the	ļ
		•					
:FR	rec	ATE HOLDER			· · · · · · · · · · · · · · · · · · ·		
- 100 1		ATE ROLDER		CANCELLATIO	<u>NC</u>		
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		County Commissioner	soard or	1		EWILL ENDEAVOR TO MAIL 1	
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		160 Australian Ave.	#500	1		OF ANY KIND UPON THE INSUI	RER, ITS AGENTS OR
		West Palm Beach FI.	55405	REPRESENTATIVE			
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ACORD 25 (2001/08)

ORGANIZATION: The Lord's Place, Inc. PROGRAM: Emergency Shelter FY 2007-08 PALM BEACH COUNTY ESGP

CONTACT NAME: Gibbie Nauman TITLE: Director of Development & Marketing PHONE: (561) 494-0125

A. PERSONNEL EXPENSES

Salaries:

Salaries:														<del></del>	
						•									
											All			Other	
			Annual	% Alloc	CDBG	% Alloc	FOOR	% Allo			Indirect oc	Other		Funding	
		FTE	Salary	to <u>Program</u>		to Program		•••		% Alloc	County to	Funding	% Alloc	(Please	
rogram Coordinator - ES			\$41,600	9.32%	<u># driding</u> \$0	to <u>Frogram</u>			<u>Funding</u>	to <u>Program</u>	Funding Pr	(Donations)		Specify)	-
ase Manager ES			\$33,509	7.50%			\$0		\$33,280	7.45%	\$0	\$8,320	1.86%		I
faintenance Assistant			\$24,960		\$0		\$0		\$26,807	6.00%	\$0	\$6,702		\$0	\$41,
rogram Assistant - ES				5.59%	\$0		\$0		\$19.968	4.47%	\$0		1.50%	\$0	\$33,
lesident Manager			\$15,340	3.44%	\$0		\$0		\$12,272	2.75%	•	\$4,992	1.12%	\$0	\$24,
II Other			\$10,450	2.34%	\$0		\$0		\$8,360	1.87%	<b>\$</b> 0	\$3,068	0.69%	\$0	\$15,3
			\$53,684	12.02%	\$0	0.00%	\$0		\$42,947		\$0	\$2,090	0.47%	\$0	\$10,4
		0	\$179,543	40.21%	\$0	0.00%	\$0			9.62%_	\$0	\$10,737	2.40%	\$0	\$53,6
ringe Benefits:				_			Ψ0	•	\$143,635	32.17%	\$0	\$35,909	8.04%	\$0	\$179,5
li													_		
Benefit)					\$0		\$0		\$45,338	10 1531					
Benefit)					\$0		<b>\$</b> 0			10.15%	\$0	\$11,335	2.54%	\$0	\$56,6
,					\$0		\$0 \$0		\$0		<b>\$</b> 0	\$0		\$0	
Benefit)					\$0				\$0		\$0	\$0		\$0	
				_	\$0		\$0		\$0		\$0	\$0		\$0	
				<del></del>	<u> </u>	-	\$0		\$45,338	10.15%	\$0	\$11,335	2.54%	\$0 \$0	<b>*</b> FO 0
ub-Total Personnel				<del></del>	\$0	0.000/						<del>+,000</del>	2.54 /6	<b>\$</b> 0	\$56,6
					<del>40</del>	0.00%	\$0		\$188,973	42.32%	\$0	\$47,243	10.58%	\$0	\$236,2
. OPERATING COSTS													.0.00 //	Ψ0	<b>⊉</b> 230,2
1 Professional Fees															
	Audit Fe	es			•										
	Legal				\$0		\$0		\$0		\$0	\$5,575	4.0504		
	Other				\$0		\$0		\$0		<b>\$</b> 0		1.25%	\$0	\$5,5
2 Insurance	Other				<b>\$</b> 0		\$0		\$0		\$0 \$0	\$625	0.14%	\$0	\$6:
3 Supplies					\$0		\$0		\$0		•	\$0	0.00%	\$0	9
4 Communications/Postage/	Obt. 1				\$0		\$0		\$0 \$0		<b>\$</b> 0	\$37,000	8.29%	\$0	\$37,00
5 Occupancy (Matter)	onipping				\$0		\$0				\$0	\$23,250	5.21%	\$0	\$23,25
5 Occupancy (Utilities)					\$0		\$18,000	4.03%	\$0		\$0	\$9,900	2.22%	\$0	\$9,90
6 Client Services					\$0		\$10,000	4.03%	\$0		<b>\$</b> O	\$58,740	13.15%	\$0	\$76,74
7 FOOD					\$0				\$0		\$0	\$49,630	11.11%	\$0 \$0	
btotal Operating Costs					\$0	_	\$5,500	1.23%	\$0		<b>\$</b> 0	\$2,100	0.47%	\$0 \$0	\$49,63
				<del></del>	Φ0	_	\$23,500	5.26%	\$0	<del></del>	\$0	\$186,820	41.84%		\$7,60
ADMINISTRATIVE COSTS				-	¢Λ		_			. —		<del>+ 100,020</del>	71.04%	\$0	\$210,32
					\$0		\$0		\$0		<b>\$</b> 0	\$0		¢ο	_
	TOTAL	PACE	AM BUDGE	-	••						7.7	Ψυ		\$0	\$
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	IOIAL	- NOGR	AIN BUDGE	•	\$0	0.00%	\$23,500	5.26%	\$188,973	42.32%	\$0	\$234,063	52.42%	\$0	\$446,536

## YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC. AGREEMENT BETWEEN PALM BEACH COUNTY

#### AND

### YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and the YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2200 North Florida Mango Road, West Palm Beach, Florida 33409 and its Federal Tax Identification Number as 59-0751935.

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 an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2007-08 Action Plan, and the YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC. to implement such undertakings of the Emergency Shelter Grants Program.

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

#### PART I

#### **DEFINITION AND PURPOSE**

#### 1. <u>Definitions</u>:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means the YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, 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) "Homeless" means the definition set by U.S. HUD.

#### 2. <u>Purpose</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

#### 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. <u>Maximum Compensation</u>

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 \$20,540 for the period of October 1, 2007 through September 30, 2008. 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. <u>Time of Performance</u>

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 S-07-UC-12-0016. 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, 2008.

#### 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. <u>Conditions On Which Payment Is Contingent</u>

#### (1) <u>Implementation of Project According to Required Procedures</u>

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local 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) <u>Financial Accountability</u>

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) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement 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. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### PART IV

#### **GENERAL CONDITIONS**

#### 1. 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. <u>Opportunities for Minority/Women-Owned Business Enterprises</u>

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

#### 3. Project Beneficiaries

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. 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.

If during the year, the agency expends jover \$500,000 of Federal awards, theagency shall comply with the Provision of OMB Circular A-133. 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. <u>Data Becomes County Property</u>

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. <u>Indemnification</u>

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o Housing and Community Development 160 Australian Avenue, Suite 500 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. <u>Maintenance of Effort</u>

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 shall comply with 24 CFR 576.57 (d) which requires at a minimum 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.

#### 11. <u>Citizen Participation</u>

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-87, 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, 12372, 12432, 13279, 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
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended; 24 CFR Part 85; 24 CFR 576.57(h); and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) 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. <u>Termination for Cause</u>

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. <u>Termination for Convenience</u>

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. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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. <u>Severability of Provisions</u>

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, Local 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 160 Australian Avenue, Suite 500, 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. <u>Independent Agent and Employees</u>

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.

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).

#### 21. Counterparts Of This Agreement

This Agreement, consisting of nineteen (19) 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, 20
ATTEST: SHARON R. BOCK, Clerk, Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	By:Addie L. Greene, Chairperson
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Housing and Community Development
By: Tammy K. Fields Senior Assistant County Attorney	Edward W. Lowery Director
(COUNTY SEAL)	
Florida Corporation	CIATION OF PALM BEACH COUNTY, INC., a
By: Many Maushall	By: Suzanne Turner, Executive Director
Nancy Marshall, President	Suzanne Turner, Executive Director
(CORPORATE SEAL)	

#### 

#### **WORK PROGRAM NARRATIVE**

#### YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC.

#### I. The Agency agrees to:

- A. At a confidential location, provide emergency shelter for homeless women victims of domestic abuse and their children.
- B. During the term of this Agreement, provide emergency shelter and supportive services to approximately 402 unduplicated individuals (200 families) not to exceed 95 individuals at any given time. No personal and/or supportive services shall be permitted at Harmony House. All services are to be provided off-site.
- C. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). 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. The ESGP Grantee Statistics Report will provide estimates required by U.S. HUD.
- D. Submit monthly, in section B.2.of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- E. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- F. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities.
- G. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- H. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2008); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match \$20,540 is to be provided in the form of cash.

- I. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- J. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

#### II. The County agrees to:

A. Provide up to \$20,540 in funding for budget line items as follows:

#### **Operations & Maintenance**

TOTAL\$	20,540
Building Maintenance and Repair\$	7,300
Utilities (Electricity/Gas/Water)\$	13,240

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. 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.
- E. Assume the environmental responsibilities described in 24 CFR 576.57 (e).

#### EXHIBIT B

#### LETTERHEAD STATIONERY

TO:	Edward W. Lowery, Director
	Housing and Community Development
	160 Australian Avenue, Suite 500
	West Palm Beach, FL 33406
FROM:	Name of Subrecipient:
	Address:
	Telephone:
SUBJECT:	INVOICE REIMBURSEMENT - (R2007)
	u will find Invoice # , requesting reimbursement in the amount of \$ The expenditures for this invoice covers the period through . You will also find attached originals or copies of documentation relating to the
expenditures	involved.
	Approved for Submission
Ref: S:\DLANAD	MNIMISCA DMNIShall Contracts at lateral dead CCCD dead

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

## EXHIBIT C

#### LETTERHEAD STATIONERY

DATE:			
TO:	Edward W. Lowery Housing and Comn 160 Australian aver West Palm Beach,	nunity Development nue, Suite 500	
FROM:	Name of Subrecipion Address: Telephone:	ent:	
SUBJE	CT: REPORT OF MAT	CH PROVIDED UNDER ESGP AGRE	EEMENT (R-2007
has beer	ired by the Emergency She n provided as described be ne Agreement.	lter Grants Program (ESGP) Agreement low, toward the expense of providing the	identified above, Mate e ESGP activity funde
	Time Frame (Select One)	Type of Match	Amount
1.1 3,	0/1/2007 - 2/28/2008 /1/2008 - 9/30/2008 /1/2008 - (specify)		\$
1 2 3	that the statements above a	vided to substantiate the Match:  and the documents provided are accurate	e representations of
		(Signat Name Title	ure)

Subrecipient/Program Name:

Agreement: R200\_\_\_-

	EXHIBIT D
DIRECT BENEFITS ACTIVITIES	Palm Beach County Housing and Community Development
	and Community Development

						Total Numb	per of Individuals or Households Se	rved Who Are	:			
	TOTAL			Incor	ne:		Racial/I	Ethnic Characte	ristics:			
	Number of Individuals or Households Served	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#Тс	otal	# H	ispanic	Female
					<30%		Racial Category	This Month	YTD	This Month	YTD	Headed Households
							White:					
		٠					Black/African American:					
						,	Asian:					
							American Indian/Alaskan Native:					
Total Unduplicated Number Served							Native Hawaiian/Other Pacific Islander:					
This Month:	*			<u></u>		*	American Indian/Alaskan Native & White:					·
Total		-					Asian & White:					
Unduplicated Number Served	**		· 			**	Black/African American & White:					
Year-to-Date (YTD):	·						Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					This Month
						:	TOTAL	*	**			YTD

Revised August 2007; Previous editions are obsolete.

Month/Year Reported:

<sup>\*</sup> These totals must agree. \*\* These totals must agree with each other and be consistent with any previously submitted figures.

#### **EXHIBIT E**

#### DETAILED NARRATIVE REPORT

A. AGREEMENT INFO	ORMATION		
AGREEMENT NUMBER: R2	00	D Montl	n Covered:
Agency:			
Address:			
Person Preparing Report:			
Signature and Title:			
Contract Effective Dates:			
B.1. CONTRACT FUNDING			
	Budgeted	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$	\$	%
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%
Detailed expenditures for the period	l:		
B.2. DECLARATION OF PROC All income earned by the Agency fi must be reported below. When calcu- amount by the percentage of the acti- retained by the Agency if the inco- support the activities defined in the any program income remaining at the	rom activities dulating the amount of the amount of the action of the action action of the action of	lirectly financed unt of income ea ed by CDBG or s additional CI Narrative Section the Agreement	arned by the activity, prorate the ESGP. Program income may be DBG or ESGP funds to further on of the Agreement. However,
	Received This Period	Received To Date	
Program Income:	\$	\$	
Source of Program Income:			
B.3. DESCRIBE ANY ATTEMP	TS TO SECUR	RE ADDITION	AL FUNDING:

HIGHLIGHTS OF THE PERIOD:

A.

- B. <u>ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL</u>
  THIS PERIOD YTD
- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

# YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC. $\underline{\text{EXHIBIT F}}$

Emergency Shelter Grants Program
Grantee Statistics Report for FY 200\_\_\_-0\_\_

Agency:		Agreen	nent No.: R200					
Date:		Month/Year Reporting:						
	Average Num	her of						
			Total Number of	Total Number of				
25. All 1 To	Persons (speci							
Beneficiary Data	adults and chil	ldren)	Duplicated Persons	Unduplicated Persons				
	Served Daily		Served Year to Date	Served Year to Date				
Non-Residential Beneficiaries (includes								
Homeless Prevention and Essential Services)								
Residential Beneficiaries (includes Emergency								
Shelter and Transitional Housing)								
		Ni	imber of Persons Served	Year to Date Who Are:				
Familial Data	1	110	Male Male	Female				
Unaccompanied 10 and over		<u> </u>	Iviale	remate				
Unaccompanied 18 and over		<del></del>						
Unaccompanied under 18		<u> </u>						
Families with Children Headed By:								
Single 18 and Over								
Single Under 18								
Two Parents 18 and over								
Two Parents under 18								
		<del>                                     </del>						
Family Households with no Children				*** * * * * * * * * * * * * * * * * * *				
Racial/Ethnic Data		Nu	umber of Persons Served # Total	l Year to Date Who Are: # Hispanic				
White:								
Black/African American:								
Asian:								
American Indian/Alaskan Native:								
Native Hawaiian/Other Pacific Islander:		-						
American Indian/Alaskan Native & White:								
Asian & White:		ļ						
Black/African American & White:								
Am. Indian/Alaskan Native & Black/African Ame	rican:							
Other Multi-Racial:								
Types of Housing (Residential Only)			Number of Persons Ser	rved Year to Date in:				
Barracks:								
Group/Large Home:								
Scattered Site Apartment:				P. ****				
Single family Detached Home:								
Single Room Occupancy:								
Mobile Home/Trailer:								
Hotel/Motel:								
Other:								
Demographic Data (Residential Only)		Number	r of Persons Served Yea	r to Date Who Are:				
Chronically Homeless (Emergency Shelter Only):								
Severely Mentally III:								
Chronic Substance Abuser								
Other Disability:								
Veterans:								
Persons with HIV/AIDS:								
Victims of Domestic Violence:								
Elderly:								
Comments:								

## **EXHIBIT D**

County, Florida PROGRAM: Harmony FY 2007-08 PALM BEA		TY CDBG	<u> </u>	CONTACT N TITLE: Exect PHONE:561-							•	
A. PERSONNEL EXPE			<u> </u>			7						_
Salaries:												
				•						0.11	Out.	
								Indirect		Other Funding	Other Funding	
i		Annual % Alloc	CDBG % Alloc	ESGP	% Alloc	FAA %	% Alloc	County	% Alloc	(Please % A	U	
1	FTE	Salary to Program	Funding to Program		to <u>Program</u>	Funding to Pr			to <u>Program</u>	Specify) to Progr		
HH Program Director	1.	\$47,446	\$0	\$0	31.8	\$15,088		\$0	-	CADV	\$32,359	
Shelter Director	1	\$39,225	\$0	\$0		\$0		\$0		CADV	\$39,225	
Family Serv Advocat	2	\$63,255	\$0	\$0		\$0		\$0		CADV	\$63,255	
Outreach Counselor	1	\$32,806	\$0	\$0	20	\$6,561		\$0		CADV	\$26,245	
Victims Advocate	1	\$34,138	\$0	\$0		\$0		<b>\$</b> 0		CADV	\$34,138	
Sr Resident Coord	1	\$29,218	\$0	\$0		\$0		\$0		CADV	\$29,218	
Prog Supp Specialis	. 1	\$23,175	\$0	\$0	31	\$7,184		\$0		CADV	\$15,991	
Family Serv Advocat	1	\$34,834	\$0	\$0		\$0		\$0		.AVDA	\$34,834	
Family Serv Advocat	1	\$31,770	\$0	\$0		\$0		\$0		CADV	\$31,770	
Resident Coord	4	\$77,436	\$0	\$0	45	\$34,846		\$0		CADV	\$42,590	
Family Serv Advocat	1	\$30,625	\$0	\$0	79	\$24,194		\$0		PBUWAY	\$6,431	
Res Coord-On Call	0.25	\$15,000	\$0	\$0	28.13	\$4,220		\$0	71.87 F		\$10,780	
Res Coord-On Call	1	\$10,679	\$0	\$0		\$0		\$0	100 L		\$10,679	
Executive Dir	0.37	\$34,441	\$0	\$0		\$0		\$0	0.37 L		\$34,441	
Chief Fin Officer	0.37	\$20,493	\$0	\$0		\$0		\$0	0.37 L	JWAY	\$20,493	
Acctg Assts	0.74	\$20,713	\$0	\$0		\$0		\$0	0.74	Donation	\$20,713	
Facilities Coord	0.33	\$8,376	\$0	\$0		\$0		\$0	0.33 F	CADV	\$8,376	
Adm Assistance	0.37	\$9,990	\$0	\$0		\$0		\$0	0.37	JWAY	\$9,990	
(Position)		\$0	\$0	\$0		\$0		\$0		\$0	\$0	
	18.43	\$563,620	\$0	\$0	_	\$92,093		\$0		\$0	\$0	_
Fringe Benefits:												
Employee Benefits		\$0	\$0	\$0	20	\$9,087		\$0	80 fe	cadv, uway donation	\$37,152	
Payroll Taxes & Une		\$0	\$0	\$0	17	\$9,478		\$0		cadv, uway donation		
(Benefit)		· .	\$0	\$0		\$0		\$0		\$0	\$0	
		· · · · · · · · · · · · · · · · · · ·	\$0	\$0	_	\$18,565		\$0	_	\$0	\$85,242	_
Sub-Total Personnel		- -	\$0	\$0		\$110,658		\$0	- -	\$0	\$85,242	<u>—</u>
B. OPERATING COSTS												
1 Professional Fees	dit Fees		<b>\$</b> 0	¢Λ		<b>ው</b> ር		·	400	<b>ው</b> ር	<b>645.000</b>	
ents and Settings\csm			\$0	<b>\$</b> 0		<b>\$</b> 0		\$0	100	<b>\$</b> 0	\$15,000	

## EXHIBIT D

Payroll Fees	\$0		\$0	25	\$2,907 *	\$0	75 fcady, uway donation	\$9,059	\$11,966
Other	\$0		\$0		\$0	\$0	100 fcady, uway donation	\$26,472	\$26,472
2 Insurance	\$0		\$0		\$0	\$0	100 fcady, uway donation	\$16,228	\$16,228
3 Supplies	\$0		\$0		\$0	\$0	100 fcady, uway donation	\$28,284	\$28,284
4 Communications/Postage/Shipping	\$0		\$0	6	\$1,320 *	\$0	94 fcadv, uway donation	\$20,858	\$22,178
5 Occupancy	\$0	47	\$13,240	4	\$1,018 *	\$0	49 fcady, uway donation	\$39,623	\$53,881
6 Repair & Maintenance	\$0	19	\$7,300		\$0	\$0	81 fcady, uway donation	\$30,965	\$38,265
7 Travel	\$0		\$0	1	\$1,200 *	\$0	99 fcady, uway donation	\$12,049	\$13,249
8 Food	\$0		\$0		\$0	\$0	100 fcady, uway donation	\$6,000	\$6,000
9 Assistance for Individuals	\$0		\$0		<b>\$</b> 0	\$0	100 Uway	\$8,560	\$8,560
10 Membership Dues	\$0		\$0		\$0	\$0	100 Donation	\$3,500	\$3,500
11 Payment to Affiliated	\$0		\$0	56	\$3,709 *	\$0	44 Uway	\$2,951	\$6,660
12 Miscellaneous	\$0		\$0		\$0	\$0	100 FCADV	\$2,010	\$2,010
						\$0			\$0
Subtotal Operating Costs	\$0	_	\$0		\$10,154	\$0	\$0	\$221,559	\$231,713
C. ADMINISTRATIVE COSTS	\$0		\$0		\$0	\$0	100 Donation	\$153,000	\$153,000
TOTAL PROGRAM BUDGET	\$0		\$0		\$120,812	\$0	\$0	\$0	\$1,052,141

ACORD CERT	IFICATE OF LIAB	ILITY INS	SURANC	in the second se		853	TE (MM/DI			
AON RISK SERVICE 1001 BRICKELL BAY	Serial # A12 S OF FLORIDA	205 THIS CER ONLY AN HOLDER.	RTIFICATE IS ISS ID CONFERS N THIS CERTIFIC HE COVERAGE	UED AS A MATT IO RIGHTS UPC ATE DOES NOT AFFORDED BY T	N TH AMEN HE PO	F INFO E CE ID, E OLICIE	ORMATIO ERTIFICA XTEND ( ES BELO			
MIAMI, FL 33131 (305) 372-9950		COMPANY	COMPANIES AFFORDING COVERAGE							
INSURED		A ZU	RICH AMERICAN	INSURANCE COM	/PANY					
		COMPANY								
YWCA of Palm Bea	Holdings, Inc., Alt. Emp.:	COMPANY								
4400 N Congress A	ve., Ste 250	С								
West Palm Beach,	West Palm Beach, FI 33407-3288			COMPANY						
COVERAGES	u projekt									
CERTIFICATE MAY BE ISSUED ( EXCLUSIONS AND CONDITIONS	POLICIES OF INSURANCE LISTED BELOW G ANY REQUIREMENT, TERM OR CONDIT OR MAY PERTAIN, THE INSURANCE AFFO G OF SUCH POLICIES, LIMITS SHOWN MA	TON OF ANY CONTR	ACT OR OTHER DO	CUMENT WITH RES						
CO TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMIT	·s				
GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGA	ΤE	\$				
CLAIMS MADE OCCUR			ļ	PRODUCTS - COMP/C	OP AGG	\$				
OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV IN.	<del></del>	\$				
				EACH OCCURRENCE		\$	<del></del>			
				FIRE DAMAGE (Any of MED EXP (Any one pe	<del>- '</del> .	\$	*			
AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE L		\$	<del> </del>			
ALL OWNED AUTOS						<u> </u>				
SCHEDULED AUTOS		1		BODILY INJURY (Per person)		\$				
HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)		\$				
				PROPERTY DAMAGE		\$				
GARAGE LIABILITY				AUTO ONLY - EA ACC	IDENT	\$				
ANY AUTO				OTHER THAN AUTO O		<u> </u>	<del></del>			
				EACH ACC		\$				
EXCESS LIABILITY			·	AGGRI	EGATE	\$				
UMBRELLA FORM				EACH OCCURRENCE		\$				
OTHER THAN UMBRELLA FORM			-	AGGREGATE		\$	·			
A WORKER'S COMPENSATION AND	WC 29-38-687-05	00/04/07	00104100	X WC STATU- TORY LIMITS	OTH- ER	\$				
EMPLOYERS' LIABILITY	170 20-007-00	06/01/07	06/01/08	EL EACH ACCIDENT		\$	1000			
THE PROPRIETOR/ PARTNERS/EXECUTIVE  X INCL			ì	EL DISEASE - POLICY I		\$	1000			
OFFICERS ARE: EXCL			ŀ	EL DISEASE - EA EMPI		\$	1000			
OTHER										
				*						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEI ONLY THOSE EMPLOYEES LEASED YWCA - NOT FOR PROFIT ORGANIZ RE: HARMONY HOUSE WEST PRO 10 DAYS NOTICE OF CANCELLATIO	) TO BUT NOT SUBCONTRACTORS ( ATION GRAM		LM BEACH COUN #1888	ITY		,				
CERTIFICATE HOLDER							ancieta.			
		The second secon	Control of the Contro	CRIBED POLICIES BE	CANCEL	LED A	EFORE THE			
PALM BEACH COUNTY	HOUSING & COMMUNITY	EXPIRATION D	ATE THEREOF, THE	ISSUING COMPANY W	ILL END	EAVOR	R TO MAIL			
DEVELOPMENT 3323 BELVEDERE RD., I	BLDG, 501	30 DAYS V	VRITTEN NOTICE TO 1	HE CERTIFICATE HOLD	ER NAM	ED TO	THE LEFT,			
WEST PALM BEACH, FL	. 33406		TO MAIL SUCH NOTICE	E SHALL IMPOSE NO O	BLIGATI	ON OR	LIABILITY			

AON RISK SERVICES, INC. OF FLORI

Г										
PR	A	<u>QORD</u> CERTIFI	CATE OF LIABIL			OPID N8 YWCAP-1	08/15/07			
				THIS CERT	TIFICATE IS ISSUI	ED AS A MATTER OF IN	FORMATION			
Th	ie :	Plastridge Agency, In	nc.	HOLDER.	THIS CERTIFICAT	IGHTS UPON THE CERT E DOES NOT AMEND, E	XTEND OR			
De	lra	N.E. 6th Avenue By Beach FL 33483		ALTER TH	E COVERAGE AF	FORDED BY THE POLIC	IES BELOW.			
			561-276-5244							
	URED				INSURERS AFFORDING COVERAGE NAIC #					
				INSURER A:	Philadelphia Inder	anity Ins Co	18058			
		YWCA of Palm Beac Young Women's Chr 2200 N.Florida Ma West Palm Beach F	th County	INSURER B:						
		2200 N.Florida Ma	istian Assoc ango Road #102	INSURER C:						
		West Palm Beach F	L 33409 "	INSURER D:						
CO	VER	AGES		INSURER E:		· · · · · · · · · · · · · · · · · · ·				
T	HE PC	OLICIES OF INSURANCE LISTED BELOW HAVE QUIREMENT, TERM OR CONDITION OF ANY	VE BEEN ISSUED TO THE INSURED NAMED.	ARONE FOR THE BOLLON	12-2125 11 2124	·				
M P INSR	OLICII	ERTAIN, THE INSURANCE AFFORDED BY THE ES. AGGREGATE LIMITS SHOWN MAY HAVE TI	E BOLICIES SESSIONE DOCUMENT WITH RE	SPECT TO WHICH THIS T TO ALL THE TERMS, E	/ PERIOD INDICATED. N CERTIFICATE MAY BE EXCLUSIONS AND COND	IOTWITHSTANDING ISSUED OR DITIONS OF SUCH				
LTR	NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	Te			
_		GENERAL LIABILITY		1	DATE (MANUBLITY)	EACH OCCURRENCE	\$1,000,000			
A	X	X COMMERCIAL GENERAL LIABILITY	PHPK156697	02/03/07	02/03/08	DAMAGE TO RENTED	<del></del>			
		CLAIMS MADE X OCCUR				PREMISES (Ea occurence) MED EXP (Any one person)	\$ 100,000			
		X Prof. Liab. Endt.				PERSONAL & ADV INJURY	\$ 5,000			
		(1mil/3mil Aggr)				GENERAL AGGREGATE	\$1,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$3,000,000			
	-	X POLICY PRO- JECT LOC				PRODUCTS - COMPTOR AGG	\$1,000,000			
		AUTOMOBILE LIABILITY		<del>                                     </del>	<del> </del>		<del> </del>			
A		X ANY AUTO ALL OWNED AUTOS	PHPK156697	02/03/07	02/03/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
		SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	\$			
		NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$			
		GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)	\$			
		ANY AUTO	1	'		AUTO ONLY - EA ACCIDENT	\$			
						OTHER THAN EA ACC	\$			
$\neg$		EXCESS/UMBRELLA LIABILITY	<del> </del>			AUTO ONLY: AGG	\$			
A.			PHUB058405	00/00/05		EACH OCCURRENCE	\$3,000,000			
			FR0B058405	02/03/07	02/03/08	AGGREGATE	\$3,000,000			
		DEDUCTIBLE			1		\$			
		X RETENTION \$10,000					\$			
	WOR	KERS COMPENSATION AND	<del>                                     </del>			L JAZZ CTATIL L	\$			
	EMPL	OYERS' LIABILITY		·	. 1	TORY LIMITS ER				
	OFFIC	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?			1	E.L. EACH ACCIDENT	\$			
$\perp$	If yes. SPEC	describe under IAL PROVISIONS below		1	L	E.L. DISEASE - EA EMPLOYEE	\$			
	OTHE	R				E.L. DISEASE - POLICY LIMIT	\$			
j		Diability	PHSD245697	05/20/07	05/20/08		1,000,000			
±SCF ·1 ∩	017915 = 15	N OF OPERATIONS / LOCATIONS / VEHICLE	ES / EXCLUSIONS ADDED BY ENDORSEME	NT / SPECIAL PROVISION	DNS					
		-1- TO CTOC OF CATIGETY	Lation for nonnarmant			•				
,O11		ficate holder is name	ed as additional insu	red re: Mar	Y Rubloff H	darmonv				
	20			•	_					
						•				
ERT	IFIC	ATE HOLDER		CANCELLATIO	<b>N</b> 1					
			7271010							
			PALMH-2	SHOULD ANT UE I	HE ABOVE DESCRIBE	D POLICIES BE CANCELLED BE				
		Palm Beach County F	Housing and			WILL ENDEAVOR TO MAIL *	30 DAYS WRITTEN			
Community Development			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL							
Remar Harvin 3323 Belvedere Road Ste 501 RE					IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.					
		Deach Fi	33406	AUTHORIZED REPRE	ESENTATIVE	. // 6. 12	11-1			
OR	D 25	(2001/08)			ISTU	charl )	ORPORATION 1988			